

This Collective Agreement made this 25 day of September, 2014.

Between

THE PUBLIC SERVICE ALLIANCE OF CANADA
(herein called the "Alliance")

- and -

**THE WINNIPEG REGIONAL HEALTH AUTHORITY
DEER LODGE CENTRE SITE**
(herein called the "Employer")

April 1, 2012 – March 31, 2017

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PREAMBLE

It is the purpose of both parties to this Collective Agreement to maintain harmonious relations and settled conditions of employment between the Employer and the Alliance, to promote co-operation and understanding between the Employer and its staff, to recognize the value of joint discussion and negotiations in all matters pertaining to conditions of employment, rates of pay and hours of work, to secure prompt and equitable disposition of grievances, to promote the well-being of all employees of the bargaining unit, to promote efficient operation of the Centre and that first consideration will be given to the welfare of the patients of the Employer.

ARTICLE 1: RECOGNITION AND SCOPE

- 1:01 The Employer recognizes the Alliance as the sole and exclusive bargaining agent for employees in the classifications included in the bargaining unit as certified by the Manitoba Labour Board under certificate MLB 3796.
- 1:02 In the event that the Employer creates a new classification (which did not exist on the signature of this Agreement), it undertakes to inform the Alliance of the creation of this new classification together with the Employer's position as to whether such classification is to be recognized as being part of the bargaining unit. Upon a written request from the Alliance within forty-five (45) days of notification to this effect, the Employer shall meet with the Alliance in order to discuss the Employer's position on the inclusion or exclusion of this classification in the bargaining unit.
- 1:03 In the event that the parties fail to agree on whether such classification shall be included or excluded, either party may refer the case to the Manitoba Labour Board for decision.
- 1:04 This Agreement may be amended by mutual consent.

ARTICLE 2: DEFINITIONS AND INTERPRETATIONS

- 2:01 "Alliance" means the Public Service Alliance of Canada.
- 2:02 A "bi-weekly period" shall mean the two (2) calendar weeks constituting a pay period.
- 2:03 "Employer" means Winnipeg Regional Health Authority; Deer Lodge Site
- 2:04 "Common-law spouse" - a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse.
- 2:05 "Dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy.
- 2:06 "Employee" means a person who is a member of the bargaining unit.

- 2:07 A "full-time" employee is one who regularly works the hours specified in Article 15 - HOURS OF WORK.
- 2:08 A Licensed Practical Nurse is a person eligible for registration or entitled to practice as a Licensed Practical Nurse under the Licensed Practical Nurses Act of Manitoba.
- 2:09 A "part-time" employee is one who regularly works less than the prescribed bi-weekly hours, exclusive of overtime, as specified in Article 15 – Hours of Work but not less than decimal one (0.1) of an EFT per bi-weekly pay period. A part-time employee shall be assigned and committed to work the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in writing between the employer and the employee.
- 2:10 **All new employees shall be on probation for three (3) calendar months of continuous full time employment or four (4) calendar months of part time employment from the date of their employment. However, this shall not preclude the employer from extending the probationary period of an employee to a maximum of two (2) additional months.**
- The Centre agrees to give written notice of the extension to the employee and the Alliance representative prior to the completion of the probationary period.**
- Probationary employees may be terminated during the probationary period provided the employer determines, in good faith and on a fair and reasonable basis, that the employee is not suitable for the position, whatever the reason.**
- 2:11 A "weekend" denotes Saturday and Sunday.
- 2:12 Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 2:13(a) A "temporary" employee is one who is newly hired for a specific period of time or until completion of a particular project, of a maximum duration of fifty-four (54) weeks. This period may be extended by mutual agreement of the parties.
- (b) No employee shall be laid off and/or re-employed for the purpose of extending the period of temporary employment.
- (c) An individual formerly employed in a temporary position who submits an application for a posted permanent position within thirty (30) calendar days of the termination of the temporary position shall have service connected for seniority purposes should he/she be awarded the permanent position.
- (d) A temporary employee shall have no seniority rights over regular full-time or part-time employees.
- 2.14 **Term Positions**
A "term position" shall be for a specific time period or until completion of a particular project within a specific department.

Term positions known or anticipated to be of duration of three (3) months or more shall be posted. The employer will determine whether positions of less than three (3) months will be posted.

Term positions shall be of a maximum duration of fifty-four (54) weeks unless this period is extended with the agreement of the Union.

When the Employer determines that term position(s), as described above exists, the position shall be posted and filled in accordance with Article 30. All employees may apply for term positions. Additional postings may not be required for the position of the employee who may be awarded the term position. Any additional hours occurring as a result of the filling of a term position, may be offered to part time employees in accordance with Article 46:08.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

Where the Employer deems a term position to be of an indefinite length due to an employee's illness or injury, the term position shall be posted as "indefinite term". Other term positions may be posted as "indefinite term" subject to the agreement of the parties. Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Upon completion of the term position, the employee shall return to her former position. In the event that the employee's former position is no longer current, an employee shall be entitled to exercise her seniority to displace an employee in an equal or lower classification, provided she possesses the qualifications and ability sufficient to perform the required work, or to accept lay-off. An employee thus displaced shall have the same rights.

2:15 "Transfer" means a movement of an employee from one position to either another position in the same classification or a position in another classification having the same maximum rate of pay.

2:16 **The word "qualification(s)" when used in this Agreement shall mean the required knowledge, education, related experience or certificate as determined by the Employer to adequately perform the job demands and requirements.**

ARTICLE 3: APPLICATION

3:01 The provisions of this Agreement apply to the Alliance, Employees and the Employer.

ARTICLE 4: MANAGEMENT RIGHTS

4:01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Alliance as being retained by the Employer.

4:02 In administering this agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

4:03 In any bona fide emergency or disaster declared by the CEO/COO or designate, employees may be required to perform duties as assigned notwithstanding any contrary provision in this

agreement. Compensation related to such emergency or disaster shall be compensated in accordance with the collective agreement.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

ARTICLE 5: ALLIANCE REPRESENTATION

- 5:01 The Employer acknowledges the right of the Alliance to appoint employees as representatives.
- 5:02 The Alliance agrees to provide the Employer with a current list of officers and authorized representatives.
- 5:03 Alliance representatives will be granted necessary time off with basic pay to meet with the Employer for the purpose of conducting negotiations, subject to a maximum cost to the Employer of maintaining salaries of five (5) employees so engaged.
- 5:04 An authorized representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a complaint of an urgent nature, to meet with management on a grievance or to attend a meeting at the request of management. Such permission shall not be unreasonably withheld. The authorized representative shall report back to their supervisor when resuming their normal duties.
- 5:05 Employee representatives appointed by the Alliance to attend meetings of the Employer/Employee Consultation Committee, the Workplace Health and Safety Committee and any other joint committee at the Centre to which the Alliance appoints representatives, shall be compensated at their basic rate of pay for time spent at such meetings. Employees shall be entitled to equivalent time off if requested. Off-duty employees who attend such meetings shall be compensated for a minimum of one (1) hour.
- 5:06 Authorized representatives of the Alliance shall, up to three (3) times per week, be granted one half (1/2) hour leave with pay which, when desired, can be combined with their meal period. This time shall be distributed amongst available appointed representatives so as to limit the impact of an employee's absence from any one department or unit.
- 5:07 The Centre respects the right of employees to access union representation. All parties agree that under circumstances where union representation is not otherwise mandated, a request for union representation shall be accommodated when requested by an employee.

ARTICLE 6: UNION DUES

- 6:01 The Employer agrees to deduct the amount of monthly dues, as determined by the Alliance, from the pay of each employee covered by this agreement, whether a member of the Alliance or not.
- 6:02 Commencing date of hire, the Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. (If as a percentage of members' gross earnings it will not include premiums and overtime). The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by

the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.

6:03 The Employer agrees to make deductions for the Public Service Alliance of Canada Group Insurance Plan on the basis of production of appropriate documentation.

6:04 **The above deductions shall be remitted to the Comptroller of the Alliance by cheque by the end of the month following the month in which the deductions are made. The Alliance shall receive the following information electronically at approximately the same time:**

- **first and last name of employee**
- **unique employee number**
- **title or classification of position**
- **employee type (full-time, part-time, casual)**
- **hourly wage rate**
- **amount remitted by employee**
- **any employee where deduction is not made**

6:05 The Alliance shall notify the Employer in writing of any changes in the amount of dues at least two months in advance of the end of the pay period in which the deductions are to be made.

6:06 In consideration of the foregoing clauses, the Alliance shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

6:07 **The Employer will indicate the amount of dues deducted yearly on the employee's T4**

6:08 At the time of initial documentation, new employees shall be given a PSAC membership card, supplied by the union.

ARTICLE 7: NON-DISCRIMINATION

7:01 The Parties agree that there shall be no discrimination , interference, restriction, coercion or harassment exercised or practised with respect to any employee by reason of:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or non-membership or activity in the Union,

except as may be allowed under the Manitoba Human Rights Code.

7:02 Where, under the Human Rights Code, reasonable accommodation is required to meet employees' special needs, the parties may jointly agree to waive provisions of the agreement in order to achieve such accommodation.

ARTICLE 8: AGREEMENT INFORMATION

8:01 The Alliance agrees to provide each newly hired employee with a copy of the collective agreement and the Employer agrees to provide the local Union President or designate with up to forty five (45) minutes paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Alliance and the Employer. If the union representative is unable to attend the orientation, the employer will provide to the newly hired employee(s) an envelope provided to them by the union.

8:02 The Alliance agrees to provide existing employees with a copy of the collective agreement.

8:03 The Alliance agrees to print the collective agreement and the Employer agrees to share equally the cost of the printing.

ARTICLE 9: JOINT CONSULTATION

9:01 The Employer and the Alliance agree to establish and maintain a Committee consisting of not less than three (3) persons appointed by each party. Management representatives shall include the Director of Human Resources Services; Deer Lodge Site and Alliance representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term on one (1) year but without limit on the number of consecutive terms a member may serve.

9:02 The Committee shall meet at the request of either party subject to a minimum of five (5) days notice being given.

9:03 The purpose of the Committee shall be to discuss, study and make recommendations to the Employer and the Alliance regarding matters of mutual concern. The parties agree that it is within the jurisdiction of the Labour Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

9:04 The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power to bind either the Alliance, the employees or the Employer to any conclusions reached in their discussions.

9:05 The Employer will grant leave without loss of pay to employees attending joint consultation meetings.

9:06 This Committee shall alternate the chair between representatives of the Alliance and management at each meeting.

ARTICLE 10: BULLETIN BOARDS AND ACCESS TO FACILITY

- 10:01 A bulletin board of adequate size will be placed in a prominent location (as later determined by the parties) for the sole use of the Alliance. In addition, medium sized bulletin boards for union use will be located in
- the scheduling area
 - the locker rooms
 - in front of HR
 - the staff lounge
- 10:02 The Alliance agrees to comply with any written request to remove posted material, which the Employer considers damaging to the Employer.
- 10:03 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management, at times mutually agreeable to the parties.
- 10:04 The Local shall have access to meeting room space at the Centre subject to availability.

ARTICLE 11: DISCIPLINE

- 11:01 The Employer and the Alliance agree to have matters of concern and/or discipline addressed between an employee and his/her direct Manager/Supervisor. Prior to suspending or discharging an employee, the Employer shall hold a hearing with the employee. The Employer shall give the employee and a representative of the Alliance twenty-four (24) hours advance notice of the hearing unless, under the circumstances, a lesser period of notice is required. The Employer shall give the employee and the Alliance representative advance notice of the nature of the complaint. The employee at his option may have a representative of the Alliance present. A representative of the Human Resources Department shall be present at the request of the Employer, the Alliance and/or the employee.
- 11:02 Where disciplinary action has been taken, the employee shall be notified in writing of the disciplinary action and the circumstances, which made the action necessary. The Employer shall notify the Alliance of all suspensions and discharges.
- 11:03 At the request of an employee, **letters of warning** and the record of any disciplinary action, or complaint about an employee's work performance or employment record, which has been placed on the employee's personnel file, shall be reviewed with the employee six (6) months following its placement on the file. Requests for removal of records from the file shall be considered and granted at the absolute discretion of the Employer. Where records remain on the file, the employee may request further reviews on an annual basis.
- 11:04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the contents of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

ARTICLE 12: RESIGNATION

- 12:01 Employees shall, whenever possible, give written notice of resignation of four (4) weeks, but not less than three (3) weeks, prior to the date on which the resignation is to be effective.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13:01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement.

COMPLAINT

- 13:02 An employee who has a complaint may discuss it orally with their immediate supervisor or designate, either alone or, at the request of the employee, in the presence of an Alliance representative. In the event that the complaint is not settled in this manner, it may then become a grievance.

STEP 1

- 13:03 An employee may, in the presence of an Alliance Representative, submit a grievance in writing to the Department Head or designate within ten (10) working days from the date the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) working days of receipt of the grievance, the Department Head or designate shall reply in writing.

STEP 2

- 13:04 Failing satisfactory settlement at Step 1 the grievor in the presence of an Alliance Representative may submit the grievance to the Chief Operating Officer or, in his absence, to the appropriate Assistant Chief Operating Officer within ten (10) working days from the date of receipt of the reply to the grievance from Step 1. Within ten (10) working days of receipt of the grievance, the Chief Operating Officer or designate shall reply in writing.

STEP 3

- 13:05 Failing satisfactory settlement at Step 2, the parties may jointly apply to the Minister of Labour for the appointment of a grievance mediator.

STEP 4

- 13:06 Failing satisfactory settlement at Step 2, or Step 3 if utilized, the Alliance may refer the grievance to arbitration.
- 13:07 Grievances involving suspension or discharge shall be initiated at Step 2.
- 13:08 Any or all of the time limits applicable to the grievance procedure may be extended by mutual agreement of the Alliance and the Employer.
- 13:09 Any difference arising directly between the Alliance and the Employer concerning the interpretation, application, administration or alleged violation of the provisions of the collective agreement may be submitted by the Alliance in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.
- 13:10 Time spent during scheduled hours of work in handling complaints or grievances shall be considered time worked.

- 13:11 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 13:12 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article.

ARTICLE 14: ARBITRATION PROCEDURE

- 14:01 Where a grievance is to be referred to arbitration, the following procedure shall apply:
- (a) The party referring the grievance shall, within thirty (30) working days of the failure of the parties to reach a satisfactory settlement at Step 2, or Step 3 if utilized, give notice to the other party indicating that it intends to refer the matter to arbitration, giving the name and address of its appointee to the arbitration board.
 - (b) Within five working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board.
 - (c) The two appointees so selected shall, within five working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairman of the Arbitration Board.
 - (d) If the recipient of the notice fails to name an appointee, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment may be made by the Minister of Labour of the Province of Manitoba upon request of either party.
 - (e) Where the party initiating the arbitration proceedings wishes to request the arbitration by a single arbitrator, the notice referred to in sub-section (a) shall so state.
 - i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitration within ten (10) working days.
 - ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with sub-section (a) within ten (10) working days.
 - iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this article.
- 14:02 The Arbitration Board is to be governed by the following provisions:
- (a) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision, which is final and binding upon the parties and upon any employee affected by it. The Arbitration Board shall expressly confine itself to the subject of the grievance, and it shall have no authority to make a decision and/or recommendation on any other subject matter.
 - (b) The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chairman governs.

- (c) Each of the parties shall pay one-half of the remuneration and expenses of the Chairman of the Board.
- (d) The Board shall not have power to alter or amend any of the provisions of this Agreement.
- (e) The Arbitrator or Board of Arbitration to whom a grievance concerning disciplinary action is made may:
 - i) uphold the disciplinary action, or
 - ii) vary the disciplinary action, or
 - iii) determine that no disciplinary action is warranted and shall have the right to remove the disciplinary action up to and including the reinstatement of the employee with full retroactive pay and benefits and remove any document pertaining to the disciplinary action from the employee's file.
- (f) The Board shall have jurisdiction to determine whether a grievance is arbitrational.

14:03 Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked, however, overtime shall not be authorized for such attendance.

14:04 The time limit fixed in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

14:05 "Working day" as described in the grievance and arbitration procedures of this agreement shall mean a day of work exclusive of Saturdays, Sundays, and Recognized Holidays.

ARTICLE 15: HOURS OF WORK

15:01 (a) Regular hours of work for all full-time employees covered by Appendix A and C shall be:

- i) Seven and three-quarter (7 3/4) consecutive hours per day, excluding meal periods and
- ii) An average of seventy-seven and one-half (77½) hours per bi-weekly period.

Regular hours of work for all full-time employees covered by Appendix B shall be: (Applicable to the Administrative and Clerical Support Group)

- iii) Seven and one-half (7½) consecutive hours per day excluding meal periods and
- iv) Seventy-five (75) hours per bi-weekly period.

15:02 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Alliance and the Employer.

15:03 For identification purposes, shifts will be named as follows:

- a) the shift commencing at or about 12 midnight shall be considered the first shift;

- b) the shift commencing at or about 0800 shall be considered the second shift;
- c) the shift commencing at or about 1600 hours shall be considered the third shift.

15:04 In cases where a shift commences at a time other than one of those specified in Article 15:03, the shift shall be considered to be the one in which the majority of hours fall.

15:05 A meal period will be one-half (1/2) hour in duration.

15:06 A paid rest period of fifteen (15) minutes shall be scheduled approximately midway through the first half and second half of the employee's work day. Employees working less than a full shift shall be entitled to rest and/or meal periods on the following basis:

- for shifts from three (3) up to and including five (5) hours - one fifteen (15) minute paid rest period.
- for shifts of more than five (5) but less than six and one-half (6½) hours - one fifteen (15) minute paid rest period and one thirty (30) minute unpaid meal period.
- for shifts of six and one-half (6½) hours or more - two (2) fifteen minute paid rest periods and one (1) thirty (30) minute unpaid meal period.

15:07 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

15:08 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without notice to the employee. Where seven (7) calendar days of such notice is not given the employee, he shall receive payment at the applicable overtime rate for the first shift worked on the revised schedule.

15:09 Shift patterns for each department and unit shall, unless otherwise mutually agreed between the Alliance and the Employer, observe the conditions listed hereunder:

- a) A minimum of twelve and one-half (12½) hours between scheduled shifts.
- b) A minimum of twelve (12) days off within each period of six (6) consecutive weeks.
- c) A minimum of two (2) consecutive days off at one time unless otherwise requested by an employee and approved by the Employer.
- d) Alternate weekends off shall be granted as often as operational requirements permit, with each employee receiving a minimum of every third weekend off.
- e) A maximum of seven (7) consecutive days of work between days off, however a maximum of eight (8) consecutive days of work may be scheduled by mutual agreement of the employee and the Employer.
- f) Where possible, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts within each standard rotation pattern.

- g) Where operational requirements permit, an employee may, upon request, be permitted to work permanent Evening shift or Night shift.

15:10 At the discretion of the Employer and provided sufficient advance notice is given, employees in the same classification and doing similar work may exchange shifts provided there is no increase in cost to the Employer.

15:11 An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at his basic rate of pay; however, when such employee works for any portion of his scheduled shift, he shall receive pay for that entire shift.

15:12 When an employee is required by the Employer to attend an education or information session, time spent at each session shall be considered as time worked and shall be paid at the applicable rate of pay.

15:13 Sufficient staff is required to remain at their work location until all staff have reported for the next shift. Employees shall be compensated at the applicable overtime rate.

ARTICLE 16: OVERTIME

16:01 Overtime shall be time worked in excess of the daily and bi-weekly hours of work as specified in Article 15, such time to have been authorized in such manner and by such person as may be authorized by the Employer.

- (a) Employees shall receive one and one-half (1½) times their basic rate of pay for the first three hours of authorized overtime in any one day.
- (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three hours in any one day.
- (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the Employee's basic salary. This provision shall also apply to weekend work where the performance of such work results in the Employee exceeding the maximums prescribed in Article 15.09 (d) or Article 48.10.
- (d) Hours worked in excess of the daily normal hours, as defined in Article 15, on a statutory holiday shall be paid at the rate of two and one-half (2½) times the employee's basic rate of pay.

16:02 The Employer will make every effort to avoid excessive overtime and will allocate overtime work as equitably as possible among those employees qualified to perform the work.

16:03 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Subject to operational requirements, requests by an employee shall not be unreasonably denied.

Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March thirty-first (31st) of each fiscal year.

Overtime banks may be requested to be paid in whole or in part on any of the special pay runs that occur quarterly.

16:04 An employee who is absent on paid time off during his scheduled work week shall, for the purpose of computing overtime pay, be considered as if he had worked his regular hours during such absence.

16:05 Employees working two consecutive shifts will be paid at double time for the second shift.

16:06 (a) An employee required to work overtime for a period in excess of three hours immediately following his hours of work shall be supplied with a hot meal and if this is not possible, a payment of \$5.00 will be made in lieu. An employee shall be granted one-half (½) hour with pay in order that he may take a meal break either at or adjacent to their place of work and shall be paid at the applicable overtime rate.

An employee may request to receive the meal allowance in cash during the shift. When such a request is received, every effort shall be made to ensure that the employee receives the payment as close to the commencement of the overtime shift as possible.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, she shall be reimbursed for one additional meal in the amount of five dollars (\$5.00) except where a free meal is provided. Reasonable time with pay calculated at the appropriate overtime rate shall be allowed the employee in order to take a meal break either at or adjacent to her place of work.

16:07 When an employee is requested and agrees to work overtime in the same day, and there is a waiting period of one hour or less between the end of the regular shift and the commencement of the overtime work, the employee will be paid at applicable overtime rates for this waiting period.

16:08 Unless otherwise requested by an employee, all outstanding equivalent time off accumulated as per 16:03 shall be paid out in cash at the applicable rates at the end of each fiscal year (March 31st).

ARTICLE 17: CALL-BACK PAY/TRANSPORTATION ALLOWANCE

17:01 A full-time employee required to report back to work outside regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within less than three (3) hours prior to the commencement of his next scheduled shift he will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift and the guaranteed minimum of overtime pay will not apply.

- 17:02 An employee who is required to return to the Centre on a call back shall be reimbursed for return taxi fare or paid the current Provincial Government per kilometre rate for the use of their own vehicle (minimum \$2.50). Taxi fare will not apply beyond the city limits.
- 17:03 An employee who is required to work in more than one location during a period of duty shall be reimbursed for return taxi fare or compensated at the current Provincial Government per kilometre rate for use of their personal vehicle on Employer business.
- 17:04 An employee who is required to travel on Employer business shall be reimbursed for return fare or compensated at the current Provincial Government per kilometre rate for use of their own personal vehicle.

ARTICLE 18: STANDBY

- 18:01 When an employee is advised in writing by the Employer that he is on standby, that is, immediately available to report to work without undue delay, he shall be paid a premium of one dollar and seventy cents (\$1.70) per hour while on standby.

ARTICLE 19: SHIFT PREMIUM

- 19:01 An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift. An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift **(one dollar and ninety cents (\$1.90) effective April 1, 2016 and two dollars and five cents (\$2.05) effective October 1, 2016).**
- 19:02 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday **(one dollar and fifty cents (\$1.50) effective April 1, 2016 and one dollar and sixty-five cents (\$1.65) effective October 1, 2016)..**

ARTICLE 20: VACATION LEAVE

- 20:01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.
- 20:02 An employee who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1¼) days per month worked, however, unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until an employee has completed six (6) months of employment.
- 20:03 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Continuous Employment</u>	<u>Rate at which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days per year

In the fourth (4th) to tenth
(10th) year inclusive

Twenty (20) days per year

In the eleventh (11th) to
twentieth (20th) year inclusive

Twenty-five (25) days per year

In the twenty-first (21st) and
subsequent years.

Thirty (30) days per year

20:04 Effective April 1, 2009: In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.

Part time employees shall be entitled to a pro-rata portion of this benefit.

Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.

20:05 Partial vacation pay will be calculated as follows:

- (a) For employees whose level of entitlement is fifteen (15) working days, six percent (6%) of hours worked.
- (b) For employees whose level of entitlement is twenty (20) working days, eight percent (8%) of hours worked.
- (c) For employees whose level of entitlement is twenty-five (25) working days, ten percent (10%) of hours worked.
- (d) For employees whose level of entitlement is thirty (30) working days, twelve percent (12%) of hours worked.

20:06 Employees are expected to take all their vacation leave following the vacation year in which it is earned unless hired prior to April 1, 1984. Employees hired prior to April 1, 1984 shall be entitled to, and expected to, take all of their vacation leave during the vacation year in which it is earned.

20:07 The Employer shall be responsible for posting the vacation entitlement list by February 1st of each year. The list shall reflect the employee's projected vacation entitlement as at March 31st that year.

The employees shall be responsible for submitting their preference for vacation by February 15th. Vacation requests for the entire vacation year (i.e. to March 31st of the following year) should be submitted at this time.

The Centre shall, where operational requirements permit, make reasonable effort to schedule the employee's vacation leave for up to three (3) consecutive weeks, during the period requested, provided notice of the period requested is given by the employee by February 15th deadline.

Employees shall firstly attempt to mutually agree on their vacation preference, however, where it is impossible due to operational requirements to grant all employees leave for the periods that they have requested, the Employer shall grant preference to those employees having the greatest seniority and who have met the submission deadline. Employees may exercise their seniority for vacation leave preference only once per vacation year.

Employees who fail to indicate their choice for all or part of their vacation by February 15th shall not receive preference over those employees who have met the February 15th deadline, and shall have their vacation scheduled on a first come, first served, basis, subject to operational requirements.

The approved vacation schedule will be posted by March 31st and shall not be changed without the mutual consent of the employee and Employer.

The Employer shall post a list of employees' remaining unscheduled vacation by September 15th. The employees shall indicate their preference for all remaining vacation by October 1st. Subject to operational requirements, preference for vacation shall be given to employees in descending order of seniority provided seniority has not been exercised earlier in the vacation year. No vacation shall be granted which would result in the displacement of vacation previously approved. The second vacation schedule shall be posted by October 15th.

It is understood that this exercising of their seniority rights shall not operate during the Christmas/New Year's period when efforts shall be made to equitably distribute time off to all employees.

- 20:08 Where an employee qualified for sick leave involving hospitalization (including non-elective outpatient surgery) or bereavement leave during his period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of claim is given. Non-elective outpatient surgery reimbursement requests shall not be unreasonably denied.
- 20:09 Notwithstanding 20:06 and 20:07, for good and valid reasons an employee may be permitted, upon request, to carry over the unused portion of her vacation leave into the next vacation year. In order to receive consideration, requests for carryover must be submitted by October 1st in the vacation year. All such requests shall be responded to within thirty (30) days and shall not be unreasonably denied.
- 20:10 Where an employee dies or otherwise ceases to be employed he or his estate shall be entitled to pay in lieu of vacation earned but not take, calculated as a percentage of hours worked.
- 20:11 An employee shall be compensated at the applicable overtime rate for the first shift worked if vacation leave, which had been approved, is subsequently cancelled or altered by the Centre without mutual agreement.
- 20:12 Provided sufficient advance notice is given, requests for vacation leave of less than one full shift shall be considered and granted if operational requirements permit.
- 20:13 No period of vacation leave which has been previously approved shall be cancelled or altered unless by mutual agreement between the affected employee and the Employer.

ARTICLE 21: DESIGNATED HOLIDAYS

21:01 For the purpose of this Collective Agreement, the paid designated holidays shall be:

New Year's Day (January 1st)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Canada Day
Victoria Day	Boxing Day
Christmas Day (December 25th)	Remembrance Day
August Civic Holiday	Louis Riel Day

And any other statutory or public holiday as declared by the Federal, Provincial or local government authority.

21:02 The Employer shall recognize the calendar day of the holiday as in 21:01 for the purpose of observance.

21:03 Where a general holiday falls during the period of an employee's vacation, the period of vacation shall be lengthened by one (1) working day to include the general holiday.

21:04 Full-time employees who are required to work on any of the above days will be paid one and one-half (1½) times their regular salary for all hours worked, plus one (1) regular day's pay. Time off, at regular pay, shall be offered as an alternative to the regular day's pay. Such time off shall be mutually agreed on between the employee and the department head and taken within forty-two (42) calendar days before or after the general holiday.

21:05 If the designated holiday falls on a day on which an employee is receiving sick leave credits, it shall be paid as a holiday and not deducted from sick leave credits.

21:06 If a Designated Holiday falls on a full-time employee's regular day off, he shall be granted an alternative day off with regular pay. Unless otherwise mutually agreed between the employee concerned and the Employer, the employee may be granted the alternative day up to forty-two (42) days in advance of the holiday or forty-two (42) days subsequent to the holiday. Upon request, an employee may accumulate four (4) days of leave with pay in lieu of holidays to be taken with scheduled days off or to complete a partial week of vacation. Lieu days not taken by March 31st will be paid out at the employee's current rate of pay on March 31st.

21:07 Clause 21:01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday except where an employee has been granted leave without pay to attend to Alliance business and the Alliance certifies that the employee was paid by the Alliance for said days.

21:08 A full-time shift employee may notify his/her supervisor of their preference whether or not to be scheduled to work on designated holiday(s) which fall on a normally scheduled day of work.

Supervisors shall make every effort to schedule in accordance with the employees' preference provided that notification is received in advance of the posting of the shift schedule, which includes the designated holiday(s). A request received after a shift schedule has been posted

shall only be considered if it would not require the replacement of another employee from a scheduled shift. It is understood that this procedure shall not operate during the Christmas/New Year's period when efforts shall be made to equitably distribute time off to all employees.

21:09 The Employer shall make every reasonable effort to not schedule an employee to work both December 25th and January 1st in the same holiday season. The Employer shall make every reasonable effort to not schedule an employee to work December 25th for two consecutive years.

ARTICLE 22: PARENTAL LEAVE

Parental Leave - Maternity

22:01 Upon request, an employee shall be entitled to take maternity leave of seventeen (17) weeks and parental leave of up to thirty-seven (37) weeks in accordance with either Plan A or Plan B:

Plan A

- (a) An employee must have completed twenty-six (26) weeks continuous employment as of the intended date of the leave unless otherwise agreed by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not later than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave.
- (d) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately upon the expiry of the maternity leave without a return to work.
- (e) An employee may choose to receive up to five (5) days payment of normal weekly salary from accumulated sick leave credits before or after the period of fifteen (15) weeks maternity benefits covered by Unemployment Insurance.

Plan B – Effective April 1, 2010

- 1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employer with a certificate of duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain the employee of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 22:01 (1) (c).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 22:01 (1) (c).
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three (93%) of the employee's normal weekly earnings.
 - (c) all other time as may be provided under Article 22:01 (3), shall be on a leave without pay basis.
5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
6. Plan B does not apply to temporary employees.
7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

- 22:02 (a) Where an employee's newborn child requires hospitalization during the period of maternity or parental leave granted under 22:01, the employee may opt to return to work during all or part of the period of hospitalization and in advance of the original return-to-work date. The employee may resume her leave when the child's hospitalization is over and remain on her leave for the balance of the originally requested leave.
- (b) During the seventeen (17) weeks of Maternity Leave, an employee shall have the right, if she so chooses, to use accumulated sick leave credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An

employee claiming sick leave in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

Parental Leave - Adoption

- 22:03 (a) An employee who intends to request parental leave for adoption shall notify the employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request parental leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks. Parental leave must be completed no later than fifty-two (52) weeks after the date on which the child comes into the actual care and custody of the employee.
- (c) Where an employee's adopted child requires hospitalization during the period of parental leave granted under 22.03(b), the employee may opt to return to work during all or part of the period of hospitalization and in advance of the original return-to-work date. The employee may resume her leave when the child's hospitalization is over and remain on her leave for the balance of the originally requested leave.
- (d) The Employer may:
- (i) defer the commencement of adoption leave without pay at the request of an employee.
 - (ii) grant the employee adoption leave with less than four (4) weeks notice prior to the acceptance of custody;
 - (iii) require an employee to submit proof of adoption.

Parental Leave - Paternity

- 22:04 (a) A male employee shall be entitled, upon request, to up to thirty-seven (37) weeks parental leave without pay to be taken within fifty-two (52) weeks of the birth of his child.
- (b) A written request for parental leave, specifying the length of leave desired, shall be submitted by the employee at least four (4) weeks prior to the expected date of birth of the child.

Return To Work

- 22:05 An employee returning to work from maternity or parental leave shall provide the Employer with at least four (4) weeks notice of the planned return date. On return, the employee shall be placed pursuant to clause 27:03 (a) or (b).

Special Entitlement To Pay

- 22:06 A full-time employee who is commencing a leave of absence under 22:01 Plan A, 22:03(b) or 22:04 (a) shall be paid an amount equal to three (3) days basic salary. Part-time employees shall be entitled to this benefit on a pro-rata basis.

ARTICLE 23: SICK LEAVE

- 23:01 An employee is entitled to be informed, upon request, of the balance of their vacation and sick leave credits. An employee shall earn sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month of continuous service.
- (a) Of each day and a quarter of sick leave credits accumulated, one day* shall be reserved for the employee's personal use as specified in 23:02.
 - (b) The remaining one-quarter of a day* shall be reserved for either the employee's personal use, as in (a) above, or for use in the event of family illness as specified in 28:02.
 - (c) The Employer shall maintain an up-to-date record of the balance of sick leave credits accumulated in (a) and (b) above.
- * In an employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".
- 23:02 An employee shall be granted sick leave with pay when unable to perform his duties due to illness or injury provided that:
- (a) he satisfies the Employer of his condition in such manner and at such time as may be determined by the Centre, and
 - (b) he has the necessary sick leave credits.
- 23:03 An employee who is unable to report for work due to illness or injury, shall inform his Supervisor or designate prior to the commencement of his next scheduled shift(s) in accordance with the procedure determined by the department. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits, **when warranted**, for the shift(s) in question.
- | | |
|------------------------|-------------------|
| Prior to day shift | 1 ½ hours' notice |
| Prior to evening shift | 3 hours' notice |
| Prior to night shift | 3 hours' notice |
- For the purpose of paying appropriately in accordance with the collective agreement, the employee must always report the reason for the absence (ill, family ill, or other specific reason).**
- 23:04 At the discretion of the Employer, an employee may utilize up to five (5) days sick leave credits in advance of earning such credits.
- 23:05 When an employee is granted sick leave with pay and Workers' Compensation is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 23:06 An employee unable to work because of a work-related injury or illness shall inform the Centre immediately, in accordance with established procedures, so that a claim for compensation benefits can be promptly forwarded to the Workers Compensation Board (W.C.B.).

Benefits from W.C.B. shall be paid to the Employer until sick leave advanced is repaid. Thereafter, benefits may be paid directly to the employee.

At the option of the employee, the Employer will supplement the award made by the Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the Compensation payment and the employee's sick leave credits will be reduced proportionally. Such supplementation shall continue for a maximum period of twenty-four (24) months or until all sick leave credits have been claimed, whichever occurs first.

If, at any time, the Workers Compensation Act or other relevant legislation provides that supplements paid by the Employer during the first twenty-four (24) months of a claim for Compensation benefits must be offset against benefits otherwise payable by the Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

23:07 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of Clause 23:02(a).

23:08 Employees shall be entitled to utilize sick leave credits to provide payment for absence due to medical, dental or chiropractic appointment.

23:09 The Employer shall only request medical certificates for good and valid reason.

23:10 The employer shall provide an employee who is scheduled to replace an absent employee as much notice as provided to the employer by the returning employee of cancellation of affected shifts.

Such notice shall not be subject to article 15:08.

23:11 Subject to the provisions of 23:01, an employee may be granted up to five (5) days sick leave in any one (1) calendar year for the purpose of providing care in the event of an illness of that employee's spouse (including common-law spouse residing with the employee), child (including child of common-law spouse) or parent (or alternately, stepfather/stepmother or foster parent).

ARTICLE 24: PRE-RETIREMENT LEAVE

24:01 (a) Full-time employees retiring in accordance with the provisions of the Employer's group pension plan whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave on the pro-rated basis of four (4) days per year of continuous employment.

(b) Calculation of pre-retirement leave entitlement shall begin from the date of the employee's last commencing employment at the Centre and shall be based on the employee's total seniority on the date of retirement.

(c) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date.

(d) Where an employee chooses to take a lump sum payment, the retirement date shall be the last day worked.

- (e) For purposes of calculating pre-retirement leave, years of employment (seniority) shall mean years of employment with Winnipeg Regional Health Authority effective April 1, 1983 and thereafter.
- (f) When an employee is entitled to pre-retirement leave in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is agreed that the pre-retirement leave benefit shall be paid to her/his estate.

ARTICLE 25: LEAVE FOR ALLIANCE BUSINESS

- 25:01 Where operational requirements permit the Employer shall grant leave without pay to five employees to attend preparatory contract negotiation meetings.
- 25:02 Where operational requirements permit the Employer will grant leave without pay to a reasonable number of employees to attend meetings on behalf of the Alliance.
- 25:03 Where operational requirements permit the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

ARTICLE 26: COURT LEAVE

- 26:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of the absence and shall remit to the Employer any payment received except reimbursement of expenses.
- 26:02 An employee who is summoned or subpoenaed to testify, on a scheduled unpaid day of rest, as a witness in a court proceeding which is directly related to circumstances arising in the course of his/her employment with the Employer shall be compensated at his/her basic rate of pay for the required period of attendance at court. In addition, the employee may, at his/her option, request the rescheduling of the day of rest.

ARTICLE 27: LEAVE GENERAL

- 27:01 Vacation and sick leave credits earned but not used prior to the signing of this collective agreement shall be retained by the employee.
- 27:02 (a) An employee who is granted a leave of absence without pay for a period of ten (10) weeks or less will be returned to his former position at the same salary level.
- (b) An employee who is granted a leave of absence without pay for a period of more than ten (10) weeks will be returned to his former classification at his same salary level.
- (c) An employee who is granted a leave of absence with pay will be returned to his former position at the same salary level.

ARTICLE 28: OTHER LEAVE OF ABSENCE

- 28:01 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four weeks notice whenever possible. Such leave shall not be unreasonably denied.
- 28:02 An employee shall be granted unpaid leave of absence to enable him, if nominated, to campaign for public office and, if elected, to serve his term(s) of office.
- 28:03 An employee shall be granted the necessary time off with pay to attend citizenship court to become a Canadian citizen.

ARTICLE 29: BEREAVEMENT LEAVE

- 29:01 For the purposes of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), fiancé, child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, **grandparent-in-law**, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and legal guardian, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) Where a member of an employee's immediate family dies, he/she shall be entitled to leave with pay for a period of up to four (4) working days. Such days may be taken only in the period which extends from the date of death up to and including the day following internment, or four (4) calendar days following the death, whichever is the greater. In addition, the employee may be granted up to two (2) days' leave for the purpose of travel related to the death.
 - (b) In special circumstances and at the request of the employee, leave may be extended beyond the day following the funeral but the total number of days granted must be consecutive and not greater in number than those provided above and must include the day of the funeral.
 - (c) Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. The time granted will be determined upon review of individual circumstances.
 - (d) When applying the provision of this Article, the Centre shall make every reasonable effort to respect and accommodate customs and practices.

ARTICLE 30: VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

- 30:01 **When the Employer determines a vacancy exists, or when a new job is created, a notice, stating required qualifications, classification and salary, will be posted for a period of not less than seven (7) calendar days and a copy of the notice shall be sent to the Alliance.**
- 30:02 Each employee who applies for a posted vacancy during the **seven (7)** day posting period will be notified **electronically** of the disposition of his application.

- 30:03 In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days after the closing date of the competition to the senior applicant providing the employee possesses the necessary qualifications relative to the job description and has a good employment record.
- 30:04 During the trial period, if the applicant proves to be unsatisfactory in the new position he shall be returned to either his former position or an equivalent position and rate of pay without loss of seniority. If, during either the first thirty (30) days or twenty (20) regular shifts worked (whichever occurs later) of the trial period, the employee wishes to voluntarily revert to his former position, he shall be returned to his former position without loss of seniority. Such return shall be arranged within four (4) weeks of the date the Employer is advised of the employee's wish to revert to his former position. Any other employee who has been promoted or transferred because of the rearrangement of positions may also be returned to his former position and rate of pay without loss of seniority.
- Notwithstanding article 30:01 should an employee return to his former position in accordance with above within twenty eight (28) days after commencing, the next most senior qualified applicant will be awarded the position as per article 30:03.**
- 30:05 No employee shall be transferred to a position outside the bargaining unit without his consent.
- 30:06 The procedure governing E.F.T. adjustments for part-time staff shall be as outlined in Article 48.
- 30:07 Should the parties agree, seniority may be overlooked to facilitate the return to active employment of an employee deemed incapable of returning to his/her previous position following an absence owing to an injury for which Workers Compensation benefits were received. Such employees would receive preferential consideration for vacant positions, which they are qualified to perform, either immediately or following a period of on-the-job training sponsored by the Workers Compensation Board.

ARTICLE 31: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 31:01 (a) When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form to indicate its contents have been read and shall not indicate his concurrence with the statements contained therein. The employee shall be provided an opportunity to append their comments to the assessment. At the employee's request, a copy of the assessment shall be provided.
- (b) The Centre's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.
- 31:02 Upon written request of an employee, the personnel file of an employee shall be made available for his examination in the presence of an authorized representative of the Centre. The Centre shall provide copies of any file documents requested by the employee in writing.

ARTICLE 32: UNIFORMS

- 32:01 The Centre shall provide, launder and maintain uniforms for all employees required to wear uniforms.

- 32:02 In recognition of the fact that during the performance of their duties employees may have their clothing or other personal property damaged, the Centre agrees to make reasonable compensation for same.

ARTICLE 33: PAY

- 33:01 Employees shall be paid in accordance with Appendix "A" attached to and forming part of this agreement.
- 33:02 (a) Employees shall be eligible to receive an increment, as specified in Appendix "A" on their anniversary date. However, the Centre may with reasonable cause and on the basis of a written performance appraisal previously discussed with the employee, withhold an annual increment.
- (b) Where a merit increase is withheld, it will be subject to review no later than three (3) months from the anniversary date.
- (c) The employee is eligible for a merit increase at the next anniversary date notwithstanding that he was granted a merit increase under 33:02(b).
- (d) For the purposes of administering clause 33:02(a), the pay increment date for an employee, appointed on or after the signing of this Agreement, to a position in the bargaining unit upon promotion, demotion or from outside the bargaining unit, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing of this agreement remains unchanged.
- 33:03 Starting salaries of a newly employed Licensed Practical Nurse shall recognize previous experience applicable to the position held on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than one (1) year	Start rate
One (1) year within past four (4) years	1 year rate
Two (2) years within past five (5) years	2 year rate
Three (3) years within the past six (6) years	3 year rate
Four (4) years within the past six (6) years	4 year rate
Five (5) years within the past seven (7) years	5 year rate
Six (6) years within the past seven (7) years	6 year rate

- 33:04 When an employee is promoted, he shall be entitled to that rate of pay in the salary range of the classification level to which he is promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.
- 33:05 Except as provided in 33:03, a person appointed from outside the bargaining unit shall be paid the minimum rate of pay for the classification except where the Employer, in its discretion, authorizes a higher rate of pay.
- 33:06 Where an employee is assigned by the Employer to perform substantially all of the duties of a higher classification level for a period of one (1) shift or more, he/she shall be paid acting pay during that temporary period calculated as if he/she had been appointed to the higher position.

- 33:07 An employee temporarily assigned to take over a lower paid position will not have her salary reduced.
- 33:08 The Employer shall ensure that employees' pay stubs are enclosed in envelopes for distribution. An explanation of all abbreviations used on the pay stubs shall be available to employees in each department.
- 33:09 Employees voluntarily moving to a lower or equally paid classification shall be paid at the step in the salary scale of the new classification which is closest to, but does not exceed, their former wage rate.
- 33:10 In the event an employee is laid off and assumes another position at a lower rate of pay in order to retain employment with the Employer, the employee will continue to be paid in his/her pay range for a period of one (1) year from the date he/she assumed the duties of the lower paid position. After a period of one (1) year the employee shall then be paid within the pay range of the lower classification.
- 33:11 **The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than 12 months from date of discovery, provided:**
- a) **Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;**
 - b) **The proposed recovery is made in as fair and reasonable a manner as possible, and;**
 - c) **The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.**

In the event the employee retires from or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

ARTICLE 34: SAFETY AND HEALTH

- 34:01 The Employer and the Alliance recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba. The parties support the implementation of health and safety initiatives aimed at establishing a safer workplace. They agree to work co-operatively to ensure compliance with policies and procedures impacting on employees' health and safety.
- 34:02 (a) The present Workplace Safety and Health Committee as required by the Workplace Safety and Health Act shall continue at the Centre.
- (b) The general objectives of the Safety and Health Committee include:

- i) assisting Employees and the Employer to identify, record, examine, evaluate and resolve safety and health concerns in the workplace,
- ii) developing practical procedures and conditions to help achieve the highest possible degree of safety and health in the workplace and,
- iii) promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities of each individual in the workplace.

- 34:03 The Employer shall provide safety footwear and protective clothing and equipment that are required in the performance of the Employee's duties. Where protective clothing is supplied, the Employer agrees to furnish, replace or repair any such damaged clothing.
- 34:04 A Computer Monitor Operator who is required to work at a computer monitor for twenty-five percent (25%) or more of the normal work week, may have their eyes examined once per year. The Employer shall pay the costs of such examination or tests where not covered by a medical plan.
- 34:05 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Employer, such examination will be conducted at no expense to the employee. An employee shall be granted leave without loss of pay to attend the examination.
- 34:06 The Employer will grant leave without loss of pay to employees attending meetings of the Workplace Safety and Health Committee.
- 34:07 As outlined in the Workplace Safety and Health Act, an employee may refuse to perform work at the Centre where he/she has reasonable grounds to believe that the particular work is dangerous to his/her safety and health. An employee who refuses to perform work for this reason may be reassigned pending investigation and/or rectification of the concern.
- 34:08 All new employees who are required to lift as part of their job shall have an evaluation of their lifting skills and be provided with training if necessary. Successful completion of their probationary period shall be dependent on demonstration of proper lifting technique.
- 34:09 Two days leave with pay will be granted to Alliance representatives on the Workplace Safety and Health Committee to allow them to take training courses or to attend seminars in safety and health.

ARTICLE 35: TECHNOLOGICAL CHANGE

- 35:01 The Employer and the Alliance recognize their responsibilities and obligations in accordance with the Labour Relations Act of Manitoba in the event of the introduction of technological change at Winnipeg Regional Health Authority; Deer Lodge Site.
- 35:02 Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.
- 35:03 Where, as a result of technological change as outlined in 35:02, training is required in order for the employees affected to perform the work, such training shall be provided by the Employer at no expense to the employees. Salary and benefits in accordance with the collective agreement shall be maintained for employees engaged in such training.

- 35:04 In the event of a technological change which would displace or adversely affect the employment status or working conditions of employees as provided for in this Agreement:
- i) the Employer shall notify the Alliance at least six (6) months prior to the introduction of the technological change and provide a detailed description of the project to be carried out and disclose all foreseeable effects and repercussions on employees; and,
 - ii) the parties shall meet not later than one hundred and twenty (120) days prior to the intended implementation date for the purpose of negotiating reasonable provisions to protect the interests of employees so affected; and,
 - iii) if the parties are unable to agree upon measures to protect the employees from detrimental changes to employment status or working conditions arising from the technological change, such disputes may be referred to arbitration in accordance with the terms of this Agreement.
- 35:05 An employee who is displaced from her position as a result of technological change:
- a) shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform; or,
 - b) if there is no suitable vacancy, shall have the right to displace a less-senior employee occupying a position, which she has the qualifications and ability to perform.

ARTICLE 36: CONTRACTING OUT

- 36:01 The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the lay-off of any employee.

ARTICLE 37: EDUCATIONAL/CAREER DEVELOPMENT LEAVE

- 37:01 Upon request, employees may be granted leave of absence with pay and reasonable expenses in order to attend professional or educational meetings, conventions, workshops and seminars.
- 37:02 When the Employer requests that an employee take a course, which in the opinion of the Employer is relevant to his employment, the Employer shall reimburse the Employee the cost of tuition fees and other reasonable expenses.
- 37:03 Employees may request an educational leave of absence without pay to allow them to pursue training opportunities relevant to their employment. Such requests should be submitted as far in advance as possible and should specify the course(s) to be taken and the length and amount of leave requested.
- 37:04 An employee will receive consideration in scheduling to allow her to pursue academic course(s) to further her education. Whenever reasonably possible, subject to operational requirements, the granting shall be based on the following:
- (i) she submits her written request at least one (1) month prior to commencing the academic course(s): and,

- (ii) another employee(s) in the same classification is (are) prepared to interchange her scheduled shifts for the scheduled shifts of the employee attending the academic course(s), as agreed in writing; and,
- (iii) upon completion of the academic course(s) each employee shall revert to her former schedule of hours.

ARTICLE 38: LAY-OFF AND RECALL

- 38:01 In the event of lay-off, employees shall be laid off in the reverse order of their seniority.
- 38:02 In the event of a lay-off, employees shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks' notice for lay-off up to eight (8) weeks
 - (b) four (4) weeks' notice for lay-off of more than eight (8) weeks.
- 38:03 Employees shall be recalled in the order of their seniority when jobs in an equal or lower classification, which they are qualified to perform, become available. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within seven (7) working days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.
- 38:04 No new employees shall be hired until those laid off have been given the opportunity of recall.
- 38:05 A lay-off shall be any reductions in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

38:06 EMPLOYMENT SECURITY

1. The Centre shall notify the Alliance, in writing, ninety (90) days prior to any alteration in the delivery of health care, which shall result in the layoff of one or more employees.
2. Within twenty (20) days of notification, the parties shall meet and examine all avenues relevant to the issue of employment security for the employees affected.
3. The parties agree to meet to develop the process for the planned reductions, within five (5) working days of the above.
4. The Centre will, wherever reasonably possible, carry out these reductions by way of attrition.
5. Where reductions cannot be dealt with through attrition, the Centre will make every reasonable effort to reassign the affected employees to comparable vacant positions for which they are qualified within the Centre. Article 38 will apply where reassignment is not possible.

6. In the event of #5 occurring and in conjunction with #7 below, the Centre will make every reasonable effort to achieve the funding necessary for retraining or redeployment of the employees affected.
7. The Centre will also cooperate with other facilities, with M.H.O. and/or the Government of Manitoba to support the establishment of a broader redeployment and retraining effort.

ARTICLE 39: SENIORITY

- 39:01 Seniority is defined as continuous employment in the bargaining unit. Employees in the bargaining unit as at April 1, 1983 shall have recognized their service in the Federal Government prior to that date providing they maintained continuous unbroken employment with the Employer. Seniority shall be calculated in hours and shall include all hours worked (excluding overtime) and all regular hours not worked, under the circumstances outlined in 39:03.
- 39:02 The seniority of an employee will be retained but will not accrue if:
- i) he is on any unpaid leave of absence (excluding maternity and/or parental leave) in excess of four (4) consecutive weeks;
 - ii) he is on Workers' Compensation for a period of more than two (2) years;
 - iii) he is laid off for more than eighteen (18) weeks and less than twenty-four (24) months;
 - iv) he is on a trial period of a position outside the bargaining unit.
- 39:03 The seniority of an employee will be retained and will accrue if:
- i) he is on any period of paid leave of absence;
 - ii) he is on any period of paid sick leave;
 - iii) he is on Workers' Compensation for a period of up to two (2) years;
 - iv) he is on any period of unpaid leave of absence of less than four (4) weeks;
 - v) he is laid off for less than eighteen (18) weeks.
 - vi) he/she is on any period of maternity and/or parental leave.
- 39:04 The seniority of an employee will terminate if:
- i) he resigns or abandons his position;
 - ii) he is dismissed;
 - iii) he is laid off for more than twenty-four (24) months;
 - iv) he fails to report for work as scheduled at the end of a leave of absence, vacation or suspension without valid reason acceptable to the Centre;
 - v) he is promoted or transferred out of the bargaining unit and completes the trial period.

Where an employee's seniority terminates, it will be equivalent to termination of employment.

- 39:05 The Employer shall provide once per year a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted in the Staffing Office and sent to the Alliance.
- 39:06 Where an employee is retained beyond the probationary period, seniority will date from the first day of employment at the Centre.
- 39:07 When a casual employee is hired into a permanent position and successfully completes the probationary period, he/she shall be credited with seniority calculated to include his/her continuous employment with the Employer inclusive of hours worked as a casual employee.

ARTICLE 40: CASUAL EMPLOYEES

- 40:01 The terms of this Collective Agreement will apply to Casual Employees as follows:
- (a) A casual employee is one called in occasionally by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of unforeseen staff shortage.
 - (b) Casual employees are paid in accordance with the salaries specified in Appendices "A", "B" and "C".
 - (c) Casual employees will receive vacation pay bi-weekly at the rate of six percent (6%) of the hours worked in a bi-weekly pay period.
 - (d) Casual employees will be entitled to the Shift and Weekend Premiums outlined in Article 19.
 - (e) Casual employees will be entitled to compensation for Overtime in accordance with Article 16.
 - (f) Casual employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time for Designated Holidays.
 - (g) A casual employee reporting for work as requested by the Employer and finding no work available will be guaranteed three (3) hours pay at his basic rate of pay.
 - (h) The Grievances and Arbitration procedure contained in this collective agreement apply only with respect to the terms of this Article.
 - (i) The Employer agrees to deduct the amount of monthly dues, as determined by the Alliance, from the pay of each employee covered by this agreement whether a member of the Alliance or not, in any pay period of which a casual employee receives pay.
- 40:02 The Alliance shall receive a monthly report on the usage of casual employees. Should the Alliance deem it advisable, the parties shall meet in meaningful consultation to discuss the matter.

- 40.03 Effective the beginning of the first full pay period following date of ratification, casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where a vacancy is posted in accordance with Article 30 and not awarded to a permanent or temporary full time or part time employee, the position shall be awarded to the most senior casual applicant providing the applicant possesses the necessary qualifications relative to the job description and has a good employment record.

ARTICLE 41: CLASSIFICATION

- 41:01 In the event that the Employer establishes or proposes to establish a new classification or if there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Alliance shall receive a copy of the job description, accompanying salary range and a rationale as to the proposed classification.
- 41:02 Unless the Alliance objects in writing within fifty (50) days following such notification, the classification shall become established and the salary range shall form part of Appendix "A".
- 41:03 At the request of the Alliance, the parties hereto may commence discussions in order to reach agreement as to the appropriate salary range.
- 41:04 Failing agreement, the matter may be referred to arbitration within thirty (30) days of the conclusion of discussions under 41:03. The Arbitration Board shall confine itself to the express issue of the appropriate salary range for the classification.
- 41:05 If the salary range of a new or revised classification is adjusted by means of negotiations or otherwise, such adjustment shall be retroactive to the date that new or revised classification came into effect.
- 41:06(a) At any time after an employee has been in a classification for the equivalent of three months of full-time employment, they shall have the right to request a review of their classification if they believe that the duties of their job have changed from those of the classification job description.
- (b) In the event that there are substantive, permanent changes to the duties and responsibilities of a classification, these shall be incorporated into the job description within a reasonable period of time following their introduction.

ARTICLE 42: HEALTH AND WELFARE PLANS

Dental Plan

- 42:01 **Enrolment in the HEBP Group Pension Plan, Group Health, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan. The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEBP rules and regulations.**
- 42:02 **Employees will pay the employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.**

ARTICLE 43: DURATION AND RENEWAL

43:01 This Collective Agreement shall be in full force and effect from April 1, 2012 up to and including March 31, 2017. Unless otherwise specified, all amended terms and conditions shall be effective from the date of signing.

ARTICLE 44: STATEMENT OF DUTIES

44:01 Upon written request, an employee shall receive a copy of the current job description outlining the duties and responsibilities for the position.

ARTICLE 45: WORKPLACE HARASSMENT

45:01 The Alliance and the Employer recognize the right of employees to work in an environment free from harassment, whether sexual or personal.

45:02 For the purposes of this Article, the parties agree that harassment shall be as defined in the Human Rights Code of Manitoba.

45:03 Complaints and grievances under this Article shall be handled in strict confidence and both parties will work together in recognizing and dealing with such problems.

45:04 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Employer will appoint a person responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.

45:05 If the grievance is not dealt with to the satisfaction of the employee, the grievance may be referred to arbitration, in accordance with Article 14 of this agreement.

ARTICLE 46: PART-TIME EMPLOYEES

46:01 The terms and conditions of this Agreement shall apply to part-time employees except as modified in this Article.

46:02 Part-time employees shall accumulate sick leave credits calculated as follows:

Hours Paid at Regular	
Rate of Pay _____	x Entitlement of
Normal Hours of	Full-Time Employee
Full-Time Employee	

46:03 Part-time employees shall accumulate vacation pay calculated as follows:

Hours Paid at Regular

Rate of Pay (during
vacation year) _____ x Entitlement of Full-Time
Normal Annual Employee
Full-Time Hours

Part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

- 46:04 a) Part-time employees required to work on a designated holiday shall be paid one and one-half (1½) times their regular salary for all hours worked.
- b) Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off for designated holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each regular pay deposit.

46:05 Part-time employees retiring in accordance with the provisions of the Employer's group pension plan, whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave calculated as follows:

Average Annual Hours
Actually Worked From
Last Date of Employment x Entitlement of
Annual Full-Time Hours Full-Time Employee

46:06 Part-time employees shall receive increments calculated from the date of their last increment or their starting date as the case may be, upon completion of the total annual hours paid of a full-time employee in their classification.

46:07 A part-time employee shall be assigned and committed to work for the number of hours per pay period as contracted in writing at the time of hiring. A part-time employee who increases his/her E.F.T. in accordance with the terms of Article 48 may be assigned an unequal number of hours per pay period if such is necessary to accommodate the E.F.T. adjustment.

46:08 Part-time employees who wish to work available additional shifts shall advise the Employer in writing of both their willingness and availability. These employees shall be given preference for such extra shifts provided that no additional costs will be incurred by the Employer in allowing them to work. Such additional shifts shall be divided as equitably as possible amongst these willing and available employees. The specific terms and conditions applicable to extra shift shall be as detailed in the Memorandum of Agreement Regarding Coverage of Extra Shifts by Part-Time Employees appended to the Agreement.

46:09 Hours worked at straight-time rates on extra shifts shall be included in the calculation of sick leave credits, vacation pay, designated holiday pay, pre-retirement leave and increments.

46:10 Except for part-time employees who agree to work a greater number of weekends, it is understood that a part-time employee shall have a minimum of every third weekend off.

46:11 Part-time employees shall have no fewer days of rest and no fewer periods of consecutive days off during the scheduling period than full-time employees. The balance of unscheduled days may be single or consecutive.

46:12 A part-time employee, having accepted an additional available shift, who is unable to work the shift owing to illness (including family-related illness) shall be entitled to utilize available sick leave credits to cover such absences to a maximum of one (1) incidence per calendar year. Beyond the first incidence, where a part-time employee does not work all or part of an additional available shift owing to illness, payment shall be made only in respect of hours actually worked.

For the purposes of this article, an incidence shall be defined as a period of time, of whatever duration, of absence from work owing to illness which is unbroken by attendance at work.

ARTICLE 47 - ABUSE OF STAFF

47:01 The Employer and the Alliance agree that no form of abuse against employees will be condoned in the workplace. Such abuse may take the form of the application of force, threats, severe verbal abuse, or harassment of a personal or racial nature. Both parties will work together to recognize and resolve such problems as they arise.

47:02 To assist in minimizing both the frequency and impact of abuse directed towards staff, the Employer shall ensure that policies are in place which address:

- the prevention of abuse of staff;
- appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred; and
- prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counselling);
- the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour.

47:03 The Workplace Safety and Health Committee may make recommendations to the Employer on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.

ARTICLE 48 - E.F.T. ADJUSTMENTS

48:01 Any part-time employee desiring either an increase or decrease in E.F.T. shall so advise his/her immediate supervisor in writing.

48:02 Where, for any reason, shifts become permanently available in a Department/Unit, the Supervisor/Unit Co-ordinator may choose to cover those shifts by increasing the E.F.T.'s of interested current staff. In such a case, the Supervisor/Unit Co-ordinator shall review the change requests received from employees to determine if the shift available can be permanently covered by interested staff. In making this determination, consideration shall be given in a reasonable manner to such factors as:

- 1) the classification in which the shifts are available;
- 2) the current E.F.T.'s of interested staff;
- 3) the current shift assignments of interested staff;

- 4) the shift schedules of interested staff;
- 5) the needs of the Department/Unit; and,
- 6) the impact of the provisions of the Collective Agreement.

48:03 If, after reviewing the requests and the above considerations, it is determined that the available shifts can be absorbed by current staff, the required changes to employees' E.F.T.'s shall be implemented. The intent shall be to cover the available shifts by meeting staff requests however that may not be possible. In such cases, apportioning shall be as equitable as possible among interested staff with seniority governing any uneven apportionments.

48:04 If all of the available shifts cannot be permanently absorbed by current staff, the Supervisor/Unit Co-ordinator, at his/her discretion, may choose to either:

1. post a position covering all the available shifts; or
2. cover some of the available shifts utilizing interested staff while posting a position covering the balance of available shifts.

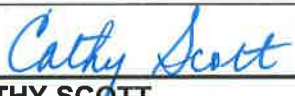
48.05 Only positions identified as less than full-time will be used to increase the E.F.T. for part-time employees unless otherwise agreed to by the parties.

48.06 All vacant full-time positions being staffed shall be posted for all bargaining unit members to bid on.

SIGNED AT WINNIPEG, this 25 day of the month of Sept, 2014

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF CANADA

ON BEHALF OF THE WINNIPEG
REGIONAL HEALTH AUTHORITY
(DEER LODGE SITE)

 DAVE JACKSON	 CHERYL LEBLEU
 PAT MASON	 CATHY SCOTT
 MARIANNE HLADUN	 DEBBIE MCMILLAN
 SHELLEY MOSBECK	 DENNIS ST. LAURENT
 PAT WIRTH	 ROB WILLIE
 ELSIE POUNDER	 GINA TRINIDAD
 MICHELE ZAYSHLEY	 ARLENE WILGOSH

Deer Lodge Centre and The Public Service Alliance of Canada

Appendix 'A' - Effective: April 1, 2012

Facility Support Sector - Administrative and Clerical Support - 1950 Hours

- Hospital Services Group - 2015 Hours

General Increase 0%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years
12	Buyer	1950	Hourly	19.129	19.703	20.294	20.903	21.530	22.176
13	Purchasing Coordinator	1950	Hourly	22.890	23.577	24.284	25.012	25.763	26.536
67A	Central Intake Clerk	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174
70	Customer Service Representative	1950	Hourly	16.152	16.636	17.136	17.650	18.179	18.724
70	Dietary Clerk	1950	Hourly	16.152	16.636	17.136	17.650	18.179	18.724
77A	Medical Transcriptionist	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
79	Ward Clerk	1950	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
83	Health Record Technician	1950	Hourly	18.540	19.096	19.669	20.259	20.867	21.493
	Clerk-Typist / Receptionist - Recreation / Volunteer Services	1950	Hourly	16.765	17.268	17.786	18.320	18.870	19.436
	Clerk-Typist / Receptionist - Recreation / Volunteer Services (PIO)	1950	Hourly	18.550	19.074	19.596	20.101		
	Secretary	1950	Hourly	18.166	18.711	19.273	19.851	20.447	21.060
99	Volunteer Coordinator	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
104	Communication Clerk	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
104	Health Information Services Clerk	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
	Health Information Services Analyst	1950	Hourly	19.983	20.582	21.200	21.836	22.491	23.165
	Audiology / Eye Clinic Clerk	1950	Hourly	16.765	17.268	17.786	18.320	18.870	19.436
	CESL / PCH SLP / LTC Resp. Clerk	1950	Hourly	17.462	17.986	18.525	19.081	19.653	20.243
	Clerk-Typist / Receptionist - Rehabilitation	1950	Hourly	17.462	17.986	18.525	19.081	19.653	20.243
	Health Information Services Intake Coordinator	1950	Hourly	21.268	21.906	22.564	23.241	23.938	24.656
	Mail Clerk	1950	Hourly	15.550	16.017	16.497	16.992	17.502	18.027
2 / 3D	CSR Aide	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
6	Materiel Handler	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
7	Messenger	2015	Hourly	15.441	15.904	16.381	16.873	17.379	17.900
23	Cook	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
26	Food Service Supervisor	2015	Hourly	18.211	18.757	19.320	19.899	20.496	21.111
28	Housekeeping Cleaner	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
32	Supervisor - Cleaners	2015	Hourly	18.211	18.757	19.320	19.899	20.496	21.111
35	Laundry Helper	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
38	Seamstress	2015	Hourly	14.721	15.163	15.618	16.086	16.569	17.066
42	Health Care Aide	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
47	Occupational Therapy Aide	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
47	Physiotherapy Assistant	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
47	Rehabilitation Assistant	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
	Occupational Technician	2015	Hourly	18.115	18.659	19.219	19.795	20.389	21.001
	Food Service Attendant	2015	Hourly	14.470	14.904	15.351	15.811	16.286	16.774
	Supervisor - Central Dispatch / Materiel Handling	2015	Hourly	19.049	19.620	20.209	20.815	21.439	22.083

Appendix 'A' - Effective: April 1, 2012

Nursing Sector

General Increase 3%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
	Licensed Practical Nurse	2015	Hourly	24.459	25.259	26.049	27.010	27.890	28.873	29.901

Appendix 'A' - Effective: October 1, 2012 - Nursing Sector Classifications

Addition of 20 Year Scale: 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	24.459	25.259	26.049	27.010	27.890	28.873	29.901	30.499

Appendix 'A' - Effective: December 31, 2012 - Nursing Sector Classifications

General Increase 1%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	24.704	25.512	26.310	27.280	28.169	29.162	30.200	30.804

Deer Lodge Centre and The Public Service Alliance of Canada
Appendix 'A' - Effective: April 1, 2013

Facility Support Sector - Administrative and Clerical Support - 1950 Hours
 - Hospital Services Group - 2015 Hours

General Increase 0%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years
12	Buyer	1950	Hourly	19.129	19.703	20.294	20.903	21.530	22.176
13	Purchasing Coordinator	1950	Hourly	22.890	23.577	24.284	25.012	25.763	26.536
67A	Central Intake Clerk	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174
70	Customer Service Representative	1950	Hourly	16.152	16.636	17.136	17.650	18.179	18.724
70	Dietary Clerk	1950	Hourly	16.152	16.636	17.136	17.650	18.179	18.724
77A	Medical Transcriptionist	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
79	Ward Clerk	1950	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
83	Health Record Technician	1950	Hourly	18.540	19.096	19.669	20.259	20.867	21.493
	Clerk-Typist / Receptionist - Recreation / Volunteer Services	1950	Hourly	16.765	17.268	17.786	18.320	18.870	19.436
	Clerk-Typist / Receptionist - Recreation / Volunteer Services (PIO)	1950	Hourly	18.550	19.074	19.596	20.101		
	Secretary	1950	Hourly	18.166	18.711	19.273	19.851	20.447	21.060
99	Volunteer Coordinator	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
104	Communication Clerk	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
104	Health Information Services Clerk	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
	Health Information Services Analyst	1950	Hourly	19.983	20.582	21.200	21.836	22.491	23.165
	Audiology / Eye Clinic Clerk	1950	Hourly	16.765	17.268	17.786	18.320	18.870	19.436
	CESL / PCH SLP / LTC Resp. Clerk	1950	Hourly	17.462	17.986	18.525	19.081	19.653	20.243
	Clerk-Typist / Receptionist - Rehabilitation	1950	Hourly	17.462	17.986	18.525	19.081	19.653	20.243
	Health Information Services Intake Coordinator	1950	Hourly	21.268	21.906	22.564	23.241	23.938	24.656
	Mail Clerk	1950	Hourly	15.550	16.017	16.497	16.992	17.502	18.027
2 / 3D	CSR Aide	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
6	Material Handler	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
7	Messenger	2015	Hourly	15.441	15.904	16.381	16.873	17.379	17.900
23	Cook	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
26	Food Service Supervisor	2015	Hourly	18.211	18.757	19.320	19.899	20.496	21.111
28	Housekeeping Cleaner	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
32	Supervisor - Cleaners	2015	Hourly	18.211	18.757	19.320	19.899	20.496	21.111
35	Laundry Helper	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
38	Seamstress	2015	Hourly	14.721	15.163	15.618	16.086	16.569	17.066
42	Health Care Aide	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
47	Occupational Therapy Aide	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
47	Physiotherapy Assistant	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
47	Rehabilitation Assistant	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
	Occupational Technician	2015	Hourly	18.115	18.659	19.219	19.795	20.389	21.001
	Food Service Attendant	2015	Hourly	14.470	14.904	15.351	15.811	16.286	16.774
	Supervisor - Central Dispatch / Material Handling	2015	Hourly	19.049	19.620	20.209	20.815	21.439	22.083

Appendix 'A' - Effective: April 1, 2013

Nursing Sector

General Increase 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	25.198	26.022	26.836	27.825	28.732	29.745	30.804	31.420

Deer Lodge Centre and The Public Service Alliance of Canada
Appendix 'A' - Effective: April 1, 2014

Facility Support Sector - Administrative and Clerical Support - 1950 Hours
 - Hospital Services Group - 2015 Hours

General Increase 2.5%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years
12	Buyer	1950	Hourly	19.607	20.195	20.801	21.425	22.068	22.730
13	Purchasing Coordinator	1950	Hourly	23.462	24.166	24.891	25.638	26.407	27.199
67A	Central Intake Clerk	1950	Hourly	17.838	18.373	18.924	19.492	20.076	20.679
70	Customer Service Representative	1950	Hourly	16.556	17.052	17.564	18.091	18.634	19.193
70	Dietary Clerk	1950	Hourly	16.556	17.052	17.564	18.091	18.634	19.193
77A	Medical Transcriptionist	1950	Hourly	17.773	18.306	18.855	19.421	20.004	20.604
79	Ward Clerk	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.252
83	Health Record Technician	1950	Hourly	19.003	19.574	20.161	20.766	21.389	22.030
	Clerk-Typist / Receptionist - Recreation / Volunteer Services	1950	Hourly	17.185	17.700	18.231	18.778	19.341	19.922
	Clerk-Typist / Receptionist - Recreation / Volunteer Services (PIO)	1950	Hourly	19.014	19.550	20.086	20.604		
	Secretary	1950	Hourly	18.621	19.179	19.755	20.347	20.958	21.586
99	Volunteer Coordinator	1950	Hourly	17.773	18.306	18.855	19.421	20.004	20.604
104	Communication Clerk	1950	Hourly	17.185	17.700	18.232	18.778	19.342	19.922
104	Health Information Services Clerk	1950	Hourly	17.185	17.700	18.232	18.778	19.342	19.922
	Health Information Services Analyst	1950	Hourly	20.482	21.097	21.730	22.381	23.053	23.745
	Audiology / Eye Clinic Clerk	1950	Hourly	17.185	17.700	18.231	18.778	19.341	19.922
	CESL / PCH SLP / LTC Resp. Clerk	1950	Hourly	17.898	18.435	18.988	19.558	20.145	20.749
	Clerk-Typist / Receptionist - Rehabilitation	1950	Hourly	17.898	18.435	18.988	19.558	20.145	20.749
	Health Information Services Intake Coordinator	1950	Hourly	21.800	22.454	23.128	23.822	24.536	25.272
	Mail Clerk	1950	Hourly	15.939	16.417	16.909	17.417	17.939	18.477
2 / 3D	CSR Aide	2015	Hourly	15.939	16.417	16.909	17.417	17.939	18.477
6	Material Handler	2015	Hourly	18.264	18.811	19.376	19.957	20.556	21.172
7	Messenger	2015	Hourly	15.827	16.302	16.791	17.294	17.813	18.348
23	Cook	2015	Hourly	18.264	18.811	19.376	19.957	20.556	21.172
26	Food Service Supervisor	2015	Hourly	18.666	19.226	19.803	20.397	21.009	21.639
28	Housekeeping Cleaner	2015	Hourly	14.841	15.286	15.745	16.217	16.704	17.205
32	Supervisor - Cleaners	2015	Hourly	18.666	19.226	19.803	20.397	21.009	21.639
35	Laundry Helper	2015	Hourly	14.841	15.286	15.745	16.217	16.704	17.205
38	Seamstress	2015	Hourly	15.089	15.542	16.008	16.488	16.983	17.493
42	Health Care Aide	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252
47	Occupational Therapy Aide	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252
47	Physiotherapy Assistant	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252
47	Rehabilitation Assistant	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252
	Occupational Technician	2015	Hourly	18.568	19.125	19.699	20.290	20.899	21.526
	Food Service Attendant	2015	Hourly	14.831	15.276	15.735	16.207	16.693	17.194
	Supervisor - Central Dispatch / Material Handling	2015	Hourly	19.525	20.111	20.714	21.335	21.975	22.635

Appendix 'A' - Effective: April 1, 2014

Nursing Sector

General Increase 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	25.702	26.543	27.373	28.382	29.307	30.340	31.420	32.048

Deer Lodge Centre and The Public Service Alliance of Canada
Appendix 'A' - Effective: October 1, 2014

Facility Support Sector - Administrative and Clerical Support - 1950 Hours
- Hospital Services Group - 2015 Hours

Addition of 20 Year Scale: 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	Year 20
12	Buyer	1950	Hourly	19.607	20.195	20.801	21.425	22.068	22.730	23.185
13	Purchasing Coordinator	1950	Hourly	23.462	24.166	24.891	25.638	26.407	27.199	27.743
67A	Central Intake Clerk	1950	Hourly	17.838	18.373	18.924	19.492	20.076	20.679	21.093
70	Customer Service Representative	1950	Hourly	16.556	17.052	17.564	18.091	18.634	19.193	19.577
70	Dietary Clerk	1950	Hourly	16.556	17.052	17.564	18.091	18.634	19.193	19.577
77A	Medical Transcriptionist	1950	Hourly	17.773	18.306	18.855	19.421	20.004	20.604	21.016
79	Ward Clerk	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.252	20.657
83	Health Record Technician	1950	Hourly	19.003	19.574	20.161	20.766	21.389	22.030	22.471
	Clerk-Typist / Receptionist - Recreation / Volunteer Services	1950	Hourly	17.185	17.700	18.231	18.778	19.341	19.922	20.320
	Clerk-Typist / Receptionist - Recreation / Volunteer Services (PO)	1950	Hourly	19.014	19.550	20.086	20.604			21.016
	Secretary	1950	Hourly	18.621	19.179	19.755	20.347	20.958	21.586	22.018
99	Volunteer Coordinator	1950	Hourly	17.773	18.306	18.855	19.421	20.004	20.604	21.016
104	Communication Clerk	1950	Hourly	17.185	17.700	18.232	18.778	19.342	19.922	20.320
104	Health Information Services Clerk	1950	Hourly	17.185	17.700	18.232	18.778	19.342	19.922	20.320
	Health Information Services Analyst	1950	Hourly	20.482	21.097	21.730	22.381	23.053	23.745	24.220
	Audiology / Eye Clinic Clerk	1950	Hourly	17.185	17.700	18.231	18.778	19.341	19.922	20.320
	CESL / PCH SLP / LTC Resp. Clerk	1950	Hourly	17.898	18.435	18.988	19.558	20.145	20.749	21.164
	Clerk-Typist / Receptionist - Rehabilitation	1950	Hourly	17.898	18.435	18.988	19.558	20.145	20.749	21.164
	Health Information Services Intake Coordinator	1950	Hourly	21.800	22.454	23.128	23.822	24.536	25.272	25.777
	Mail Clerk	1950	Hourly	15.939	16.417	16.909	17.417	17.939	18.477	18.847
2 / 3D	CSR Aide	2015	Hourly	15.939	16.417	16.909	17.417	17.939	18.477	18.847
6	Material Handler	2015	Hourly	18.264	18.811	19.376	19.957	20.556	21.172	21.595
7	Messenger	2015	Hourly	15.827	16.302	16.791	17.294	17.813	18.348	18.715
23	Cook	2015	Hourly	18.264	18.811	19.376	19.957	20.556	21.172	21.595
26	Food Service Supervisor	2015	Hourly	18.666	19.226	19.803	20.397	21.009	21.639	22.072
28	Housekeeping Cleaner	2015	Hourly	14.841	15.286	15.745	16.217	16.704	17.205	17.549
32	Supervisor - Cleaners	2015	Hourly	18.666	19.226	19.803	20.397	21.009	21.639	22.072
35	Laundry Helper	2015	Hourly	14.841	15.286	15.745	16.217	16.704	17.205	17.549
38	Seamstress	2015	Hourly	15.089	15.542	16.008	16.488	16.983	17.493	17.843
42	Health Care Aide	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252	20.657
47	Occupational Therapy Aide	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252	20.657
47	Physiotherapy Assistant	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252	20.657
47	Rehabilitation Assistant	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.252	20.657
	Occupational Technician	2015	Hourly	18.568	19.125	19.699	20.290	20.899	21.526	21.957
	Food Service Attendant	2015	Hourly	14.831	15.276	15.735	16.207	16.693	17.194	17.538
	Supervisor - Central Dispatch / Material Handling	2015	Hourly	19.525	20.111	20.714	21.335	21.975	22.635	23.088

Appendix 'A' - Effective: October 1, 2014

Nursing Sector

Market Adjustment 1.1%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	25.984	26.635	27.674	28.694	29.629	30.673	31.766	32.401

Deer Lodge Centre and The Public Service Alliance of Canada
Appendix 'A' - Effective: April 1, 2015

Facility Support Sector - Administrative and Clerical Support- 1950 Hours
- Hospital Services Group - 2015 Hours

General Increase 2.5%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	Year 20
12	Buyer	1950	Hourly	20.097	20.700	21.321	21.961	22.620	23.298	23.764
13	Purchasing Coordinator	1950	Hourly	24.049	24.770	25.513	26.279	27.067	27.879	28.437
67A	Central Intake Clerk	1950	Hourly	18.284	18.832	19.397	19.979	20.578	21.196	21.620
70	Customer Service Representative	1950	Hourly	16.970	17.479	18.003	18.543	19.099	19.672	20.065
70	Dietary Clerk	1950	Hourly	16.970	17.479	18.003	18.543	19.099	19.672	20.065
77A	Medical Transcriptionist	1950	Hourly	18.217	18.764	19.327	19.906	20.504	21.119	21.541
79	Ward Clerk	1950	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
83	Health Record Technician	1950	Hourly	19.479	20.063	20.665	21.285	21.923	22.581	23.033
	Clerk-Typist / Receptionist - Recreation / Volunteer Services	1950	Hourly	17.614	18.143	18.687	19.247	19.825	20.420	20.828
	Clerk-Typist / Receptionist - Recreation / Volunteer Services (PIO)	1950	Hourly	19.489	20.039	20.588	21.119			21.541
	Secretary	1950	Hourly	19.086	19.659	20.248	20.856	21.482	22.126	22.569
99	Volunteer Coordinator	1950	Hourly	18.217	18.764	19.327	19.906	20.504	21.119	21.541
104	Communication Clerk	1950	Hourly	17.615	18.143	18.687	19.248	19.825	20.420	20.828
104	Health Information Services Clerk	1950	Hourly	17.615	18.143	18.687	19.248	19.825	20.420	20.828
	Health Information Services Analyst	1950	Hourly	20.994	21.624	22.273	22.941	23.629	24.338	24.825
	Audiology / Eye Clinic Clerk	1950	Hourly	17.614	18.143	18.687	19.247	19.825	20.420	20.828
	CESL / PCH SLP / LTC Resp. Clerk	1950	Hourly	18.346	18.896	19.463	20.047	20.648	21.268	21.693
	Clerk-Typist / Receptionist - Rehabilitation	1950	Hourly	18.346	18.896	19.463	20.047	20.648	21.268	21.693
	Health Information Services Intake Coordinator	1950	Hourly	22.345	23.015	23.706	24.417	25.150	25.904	26.422
	Mail Clerk	1950	Hourly	16.337	16.827	17.332	17.852	18.388	18.939	19.318
2 / 3D	CSR Aide	2015	Hourly	16.337	16.827	17.332	17.852	18.388	18.939	19.318
6	Material Handler	2015	Hourly	18.720	19.282	19.860	20.456	21.070	21.702	22.136
7	Messenger	2015	Hourly	16.223	16.709	17.211	17.727	18.259	18.806	19.182
23	Cook	2015	Hourly	18.720	19.282	19.860	20.456	21.070	21.702	22.136
26	Food Service Supervisor	2015	Hourly	19.133	19.707	20.298	20.907	21.534	22.180	22.624
28	Housekeeping Cleaner	2015	Hourly	15.212	15.668	16.139	16.623	17.121	17.635	17.988
32	Supervisor - Cleaners	2015	Hourly	19.133	19.707	20.298	20.907	21.534	22.180	22.624
35	Laundry Helper	2015	Hourly	15.212	15.668	16.139	16.623	17.121	17.635	17.988
38	Seamstress	2015	Hourly	15.466	15.930	16.408	16.901	17.408	17.930	18.289
42	Health Care Aide	2015	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
47	Occupational Therapy Aide	2015	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
47	Physiotherapy Assistant	2015	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
47	Rehabilitation Assistant	2015	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
	Occupational Technician	2015	Hourly	19.033	19.604	20.192	20.797	21.421	22.064	22.505
	Food Service Attendant	2015	Hourly	15.202	15.658	16.128	16.612	17.110	17.624	17.976
	Supervisor - Central Dispatch / Material Handling	2015	Hourly	20.013	20.613	21.232	21.869	22.525	23.201	23.665

Appendix 'A' - Effective: April 1, 2015

Nursing Sector

General Increase 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	26.504	27.371	28.227	29.268	30.222	31.287	32.401	33.049

Deer Lodge Centre and The Public Service Alliance of Canada
Appendix 'A' - Effective: April 1, 2016

Facility Support Sector - Administrative and Clerical Support - 1950 Hours
 - Hospital Services Group - 2015 Hours

General Increase 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	Year 20
12	Buyer	1950	Hourly	20.499	21.114	21.748	22.400	23.072	23.764	24.239
13	Purchasing Coordinator	1950	Hourly	24.530	25.265	26.023	26.804	27.608	28.437	29.006
67A	Central Intake Clerk	1950	Hourly	18.649	19.209	19.785	20.379	20.990	21.620	22.052
70	Customer Service Representative	1950	Hourly	17.309	17.828	18.363	18.914	19.481	20.066	20.467
70	Dietary Clerk	1950	Hourly	17.309	17.828	18.363	18.914	19.481	20.066	20.467
77A	Medical Transcriptionist	1950	Hourly	18.582	19.139	19.713	20.305	20.914	21.541	21.972
79	Ward Clerk	1950	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.597
83	Health Record Technician	1950	Hourly	19.868	20.464	21.078	21.710	22.362	23.033	23.494
	Clerk-Typist / Receptionist - Recreation / Volunteer Services	1950	Hourly	17.966	18.505	19.061	19.632	20.221	20.828	21.245
	Clerk-Typist / Receptionist - Recreation / Volunteer Services (PIO)	1950	Hourly	19.879	20.440	21.000	21.541			21.972
	Secretary	1950	Hourly	19.468	20.052	20.653	21.273	21.911	22.569	23.020
99	Volunteer Coordinator	1950	Hourly	18.582	19.139	19.713	20.305	20.914	21.541	21.972
104	Communication Clerk	1950	Hourly	17.967	18.506	19.061	19.633	20.222	20.829	21.246
104	Health Information Services Clerk	1950	Hourly	17.967	18.506	19.061	19.633	20.222	20.829	21.246
	Health Information Services Analyst	1950	Hourly	21.414	22.057	22.718	23.400	24.102	24.825	25.322
	Audiology / Eye Clinic Clerk	1950	Hourly	17.966	18.505	19.061	19.632	20.221	20.828	21.245
	CESL / PCH SLP / LTC Resp. Clerk	1950	Hourly	18.713	19.274	19.852	20.448	21.061	21.693	22.127
	Clerk-Typist / Receptionist - Rehabilitation	1950	Hourly	18.713	19.274	19.852	20.448	21.061	21.693	22.127
	Health Information Services Intake Coordinator	1950	Hourly	22.792	23.476	24.180	24.905	25.653	26.422	26.950
	Mail Clerk	1950	Hourly	16.664	17.164	17.679	18.209	18.755	19.318	19.704
2 / 3D	CSR Aide	2015	Hourly	16.664	17.164	17.679	18.209	18.755	19.318	19.704
6	Material Handler	2015	Hourly	19.095	19.667	20.257	20.865	21.491	22.136	22.579
7	Messenger	2015	Hourly	16.547	17.043	17.555	18.081	18.624	19.183	19.567
23	Cook	2015	Hourly	19.095	19.667	20.257	20.865	21.491	22.136	22.579
26	Food Service Supervisor	2015	Hourly	19.515	20.101	20.704	21.325	21.965	22.623	23.075
28	Housekeeping Cleaner	2015	Hourly	15.516	15.982	16.461	16.955	17.464	17.988	18.348
32	Supervisor - Cleaners	2015	Hourly	19.515	20.101	20.704	21.325	21.965	22.623	23.075
35	Laundry Helper	2015	Hourly	15.516	15.982	16.461	16.955	17.464	17.988	18.348
38	Seamstress	2015	Hourly	15.776	16.249	16.737	17.239	17.756	18.288	18.654
42	Health Care Aide	2015	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.597
47	Occupational Therapy Aide	2015	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.597
47	Physiotherapy Assistant	2015	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.597
47	Rehabilitation Assistant	2015	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.597
	Occupational Technician	2015	Hourly	19.413	19.996	20.595	21.213	21.850	22.505	22.955
	Food Service Attendant	2015	Hourly	15.506	15.971	16.451	16.944	17.452	17.976	18.336
	Supervisor - Central Dispatch / Material Handling	2015	Hourly	20.413	21.026	21.656	22.306	22.975	23.665	24.138

Appendix 'A' - Effective: April 1, 2016

Nursing Sector

General Increase 2%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	27.034	27.919	28.792	29.853	30.826	31.913	33.049	33.710

Appendix 'A' - Effective: October 1, 2016

Nursing Sector

Market Adjustment 1%

Stand. Group #	Employer Classification	Annual Hours		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	Year 20
	Licensed Practical Nurse	2015	Hourly	27.304	28.198	29.080	30.152	31.134	32.232	33.380	34.047

Long Service Step

Effective October 1, 2014 a Long Service Step equivalent to two percent (2%) shall be added to the Salary Schedule. Employees shall be eligible for the Long Service Step identified in the Salary Schedule upon completion of the following:

- (a) Twenty (20) or more years of continuous service; and
- (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.

Employees who do not meet the above criteria on October 1, 2014 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in (a) above.

Note: For the purposes of (a) and (b), continuous service shall be calculated based on the continuous calendar years of service in an EFT position (full-time, part-time or term).

LETTER OF UNDERSTANDING - 01

Between

**WINNIPEG REGIONAL HEALTH AUTHORITY;
DEER LODGE SITE**

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: HEALTH CARE REFORM

For the purpose of interpretation of Article 36 - Contracting Out, the term "contracting out" shall not include those situations where, as a result of Health Care Reform or restructuring, the services currently provided by members of the bargaining unit are transferred in whole or in part to another non proprietary health care facility.

The Centre shall notify the Alliance, in writing, at least ninety (90) days prior to any such transfer of services. Sections 2 through 7, inclusive of the Memorandum of Understanding Regarding Employment Security shall apply.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 02

Between

**WINNIPEG REGIONAL HEALTH AUTHORITY;
DEER LODGE SITE**

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Regarding

COVERAGE OF EXTRA SHIFTS BY PART-TIME EMPLOYEES

Part-time employees who wish to work available additional shifts within their classification shall advise their department head in writing indicating:

- 1) those days and times they reasonably expect to be available for such shifts; and,
- 2) for employees within Nursing Services, whether they wish to be offered shifts on any unit, on certain designated units, or on their home unit only.

An available additional shift is a regularly scheduled shift which remains unfilled once the schedules for all full-time and part-time regular and float pool staff have been posted.

Those part-time employees who have indicated their willingness and availability will receive preferential consideration for additional shifts, which become available.

Within Nursing Services, shifts available on any particular unit shall firstly be offered to available part-time employees from that unit. Any shifts remaining to be filled shall then be offered to available part-time employees from other units who have indicated a willingness to work on the unit where the need exists. Should a shift still remain unfilled, it shall then be offered to available casual employees. Requests shall then be made to outside staffing agencies to assist in covering shifts remaining unfilled.

In the offering of extra shifts to part-time employees in Nursing Services and other departments, every effort shall be made to distribute the available work as equitably as possible amongst the willing employees, recognizing that those employees who indicate greater availability will, very likely, receive a greater number of offers for extra shifts.

For purposes of the distribution of additional shifts only, extra shifts shall be offered to part-time employees as they become available, and a shift to be covered shall be considered a shift, regardless of the hours of work in said shift (i.e.: a four (4) hour shift versus a seven and three-quarters (7 $\frac{3}{4}$) hour shift.

The Employer is not obliged to offer a full shift (7 $\frac{3}{4}$ hours) to a part-time employee, who is already scheduled to work a shorter shift.

Within each department, records shall be kept of the shifts which become available; those part-time employees who were offered the available shifts; the response, if any, to the offer; and, the name of the employee who actually worked the shift. These records shall be retained for a minimum period of three months. Where an employee files a specific complaint or concern (citing dates and times), said records shall be made available to an employee or an Alliance representative to assist in resolving the complaint arising over the distribution of additional shifts.

Should the method being utilized within a department for the distribution of extra shifts appear unsatisfactory or unworkable to either party, representatives of the parties shall meet to assess the nature of the problem and, if necessary, make adjustments to the method utilized.

To enhance the opportunities for part-time staff to work available additional shifts, the parties agree to modify the provisions of Articles 15:09, 46:10 and 46:11 of the Public Service Alliance of Canada/Winnipeg Regional Health Authority; Deer Lodge Site collective agreement as they apply to the hours of work for those part-time employees who have indicated their willingness and availability to work extra shifts.

Specifically, the terms of these Articles are modified as follows:

- a) the minimum period between shifts shall be seven and three-quarter ($7 \frac{3}{4}$) hours provided that at least one of the relevant shifts is an extra or additional shift;
- b) an employee may be offered, and agree to work, an additional shift on any day which would otherwise be a scheduled day off;
- c) an employee may be offered, and agree to work, an additional shift on a day which would otherwise be part of a scheduled weekend off; and
- d) as a result of having worked one or more additional shifts, an employee may have more than eight (8) consecutive days of work between days off; however not more than twelve (12) consecutive days of work without having at least one (1) day off.

No overtime shall be paid for work performed under the circumstances described in (a), (b), (c) or (d) above unless:

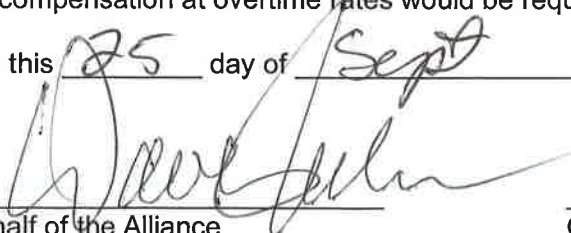
1. an employee works more than $7 \frac{3}{4}$ hours in a calendar day; or,
2. an employee works more than $77\frac{1}{2}$ hours in a bi-weekly period.


Should an employee's stated availability become questionable (such as: - when contacted, always refusing additional shifts, or working numerous additional shifts and them being unable to work their own shifts, or often utilizing sick leave after committing to work additional shifts), the Employer shall advise the employee of the concern and request that they reconfirm their availability, or it may be necessary to limit offers of shifts.

When an employee's phone is answered by a machine that shall be the same as the employee being unavailable, unless the Employer leaves a message to which the employee responds within specified time limits.

Additional or extra shifts will not, except in unusual circumstances, be offered to part-time employees if, in so doing, compensation at overtime rates would be required.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 03
Between
WINNIPEG REGIONAL HEALTH AUTHORITY, DEER LODGE SITE
and
THE PUBLIC SERVICE ALLIANCE OF CANADA
regarding
LAYOFF/BUMPING PROTOCOL

In accordance with the Letter of Understanding regarding Employment Security, the Alliance and the Centre agree to the following protocol to protect employees affected by planned reductions at the Centre. Should any conflict arise between this protocol and the terms of the Collective Agreement, the latter shall take precedence.

Where an alteration in the delivery of health care necessitates the deletion of occupied positions, notice of impending layoff will be provided verbally to the Alliance and the affected employees as far in advance as is practicable. Formal, written notice of a layoff shall be provided to both the Alliance and the affected employees in accordance with the terms of the Collective Agreement.

An employee facing layoff enjoys certain rights, as outlined below. Employees shall not actually be laid off until after they have been given an opportunity to exercise these rights.

Preferential Consideration for Vacant Positions

The requirement outlined in the Collective Agreement to post vacancies will be waived for positions where there may be qualified employees who have received layoff notice or notice that they are being bumped. **Vacancies that are held will be offered to deleted or bumped employees in order of seniority at the time of bumping.** Positions will be awarded to the senior qualified applicant from amongst the group of affected employees. Should there be no applicants at the expiration of the seven (7) day period, the position shall, unless otherwise agreed by the parties, be posted in accordance with the Collective Agreement.

An employee who transfers into another position under this process will be paid in accordance with Articles 33.09 and 33.10 of the Collective Agreement. Where an employee transfers prior to the effective layoff/bump date, the provisions of 33.10 shall apply until one year past the effective layoff date.

The 90-day trial period shall apply to all transfers under this process however the employee's former position will no longer be available to return to. Therefore, should the employee prove to be unsatisfactory in the new position, the employee would then **be owed a permanent vacancy of similar classification and EFT.**

Bumping Rights

An employee who has received notice of layoff may choose to 'bump', i.e. displace a less-senior employee in an equal or lower classification (an equal or lower classification is a classification where the annual full-time salary is less than or equal to the annual full-time salary in the classification currently occupied by an employee - a list of equal or lower classifications will be provided to employees receiving layoff/bumping notice). Those positions into which employees can 'bump' (including positions of individuals on Leave of Absence) are those, which the employees are qualified to perform given a reasonable familiarization period. It is not anticipated that an employee will target a specific employee's position to 'bump' into (unless there is only one such position within the classification in the work location) but will instead 'bump' into the position

with an E.F.T. identical to the employee's current E.F.T. and which is held by the junior employee in the classification at that location. If an E.F.T. match is not available, the employee may 'bump' into **another position which is occupied by a junior employee** in the classification at that location. While consideration will be given to matching as closely as possible an employee's current hours of work and shift rotation, it is understood that this will not be possible in many cases, especially where the hours of work and shift rotations of other staff would be significantly impacted.

Employees will be provided 48 hours (or a longer time period but only under exceptional circumstances and when mutually agreed between the Union and Employer) to finalize their decision on which position they wish to bump into from the time their options are provided.

An employee who 'bumps' into a position will not have a trial period in that position, however a familiarization period will be provided if required. A familiarization period may not be required (e.g. where an employee bumps into another position in the same classification in the same department/unit). Where an employee bumps into another classification and/or department, the familiarization period shall be as appropriate for any new hire. Employees should carefully consider the position into which they are 'bumping' as only one 'bump' is allowed.

While a 'bump' will normally take place effective the date on which an employee's current position is deleted, it will be required that employees provide the Centre with advance notice of their intentions so employees affected by the 'bumping' process can be advised well in advance. Any employee who is displaced by the 'bumping' process will be so notified and will be eligible to utilize seniority rights to "bump" or transfer in accordance with this protocol.

Process for 'Bumping' Involving Positions of Individuals on Leave of Absence

Positions of individuals on leave of absence shall be included in positions available for bumping as per the following:

- i) If Employee A indicates that she wishes to bump into the position of Employee B on a leave of absence, she shall be entitled to bump effective the date she must vacate her former position.

Employee B on leave of absence shall be contacted and given the same options as those not on leave of absence. Employee B on leave would identify where she wishes to go and upon return from leave will assume that position. The Centre may choose to fill this position with a term.

Employee C, having had her position identified by Employee B on leave, will be given notice that she has been bumped. This process will carry on as if Employee B on leave of absence was still at work.

- ii) If the vacancy caused by Employee B's leave of absence is being filled by an employee in a term, that term would be deemed to expire effective the day prior to the date on which Employee A bumps into the position.
- iii) If the vacancy caused by Employee B's leave of absence had not been filled by the Centre, Employee A shall be entitled to bump effective the date she must vacate her former position; however, Employee A may not be allowed to commence in the position until the date that Employee B was scheduled to return from leave of absence.

If Bumped Position Becomes Vacant Within Six Months

If an employee gets bumped from their position and that position becomes vacant within six (6) months, the affected employee will have the option of returning to that position prior to the position being posted.

Layoff

Employees who are unable to transfer into a vacant position or 'bump' into an alternate position, or who choose not to exercise their seniority rights, will be laid off effective the date their position is deleted or the date they are 'bumped' from their position. Layoff and recall rights shall be as outlined in Article 38 of the Collective Agreement.

Redeployment

Employees who are either facing layoff or who have actually been laid off shall have access to the Redeployment process operated under the auspices of the Provincial Health Care Labour Adjustment Committee. The Alliance and the Centre are both signatories to the Letter of Understanding on Redeployment Principles.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING – 4

BETWEEN

**WINNIPEG REGIONAL HEALTH AUTHORITY
DEER LODGE SITE**

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

REGARDING

STAFF MOBILITY WITHIN THE WRHA SYSTEM

The implementation of this Memorandum will occur on the date the respective local Union ratifies it with its members. Any local that has not ratified, or votes to reject the Memorandum, will not be subject to the terms and conditions contained herein. In the interim period, the parties agree to approach individual situations as they occur in keeping with the principles contained herein in an effort to reach voluntary agreements.

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within the WRHA system;

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of health care providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This Memorandum is attached to and forms part of the respective Collective Agreements between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties, (e.g. VSIPs, ERIPs, Training, EAP, etc.)
3. In the event that this Memorandum conflicts with the terms of any existing Collective Agreement between the parties, the terms of this Memorandum shall prevail over the terms of the Collective Agreement (unless otherwise specified).
4. (a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities, the affected employer(s) will notify the affected union(s), where possible*, at least ninety (90) days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

*lesser notice may be given only in exceptional circumstances.

- (b) The employer(s) and union(s) shall meet within thirty (30) days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.
- (c) The employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the union(s):
 - positions and incumbents affected at the sending facility.
 - number of vacancies and new positions created at the receiving facility
 - up to date seniority lists
 - pertinent classification information
 - relevant time frames

5

Staff Mobility

A. Transfers with Programs

- (i) When programs are transferred, consolidated, or merged from one facility or facilities to another, the affected employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, and if there are deletions or layoffs at the sending facility(s) associated with the transferred program, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable Collective Agreement(s) which shall only be available to staff of the sending facility(s) that hold a permanent position.

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.

- (ii) Employees who are transferred in accordance with this Memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- (iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming familiarized with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.
- (iv) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at

the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving facility no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility.

Should a Program Transfer occur to an employer not party to this Memorandum, the affected employer and union parties agree to encourage the receiving employer to incorporate the principles set out in this Memorandum into the transfer process.

B. Temporary Transfer of Employees

- (i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.
- (ii) Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's Collective Agreement.
- (iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- (v) Orientation as set out in (5)(a)(iii) above will be provided if reasonably possible.

C. Voluntary Transfers to Vacancies

As bargaining unit vacancies arise that any of the Facilities intend to fill, the following procedures will apply:

- (i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- (ii) An internal and city-wide posting may occur simultaneously. Employees from other facilities will have the right to apply for said vacancy.

If the selected employee is: a current employee of one of the employer parties to this Memorandum; an employee within a different bargaining unit of the same employer; or, was an employee of one of the employer parties to this Memorandum within the six (6) week period prior to commencement date at the

receiving facility, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will be treated in all respects as if they had always been an employee of the receiving facility. In addition, hours worked since the last increment shall be credited towards the next increment level.

(iii) Where there are no qualified internal applicants, positions will be awarded in the following order:

- Recall of laid off workers from the facility posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
- Applicants from the Redeployment List;
- Applicants from one of the other employer parties to this Memorandum;
- Applicants external to the employer parties to this Memorandum.

6. Seniority

A. Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility.

B. Mobility seniority for the purposes of this Memorandum will be calculated as follows:

“Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer”.

C. Transferring employees will be treated in all respects as though they had always been employed at the receiving facility.

D. To ensure the accuracy of the calculation of the mobility seniority, the employer(s) will provide sufficient information to verify an accurate calculation has been made. The Mobility Transfer Benefits Form shall be provided in its entirety to the receiving union effective the signing of this Memorandum.

E. Any employee who:

- (i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility, or
- (ii) has voluntarily transferred to another facility between 01 January 1998 and the effective date of this Memorandum,

shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g. bumping, vacation preference).

Accommodation

If an employer has exhausted efforts to accommodate an employee into a position within the employee's bargaining unit, the affected parties to this Memorandum agree to work cooperatively to seek accommodation opportunities for that employee outside of the employee's bargaining unit in the following order:

- opportunities with the same employer, same operating division
- opportunities with the same employer, all operating divisions with the same union
- opportunities with the same employer, all operating divisions, all positions
- opportunities with other employer parties to this Memorandum with the same union
- opportunities with other employer parties to this Memorandum, all positions

If an employee is ultimately accommodated into a position within another bargaining unit represented by a union party to this Memorandum, the provisions of Voluntary Transfer shall apply.

7. Staff Mobility Dispute Resolution Mechanism

This dispute resolution mechanism shall not be utilized to resolve disputes which could be addressed through the grievance arbitration procedure(s) set out in the applicable Collective Agreement.

Should a dispute(s) arise regarding the application, interpretation or alleged violation of this Memorandum, the parties concerned shall meet within twenty (20) calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved after such meetings, any party to the dispute may within a further ten (10) calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator within ten (10) calendar days following such referral to arbitration. Should the parties fail to agree upon an Arbitrator, either party may forward a request to the Manitoba Labour Board.

The above time limits may be extended by mutual agreement and shall be confirmed in writing.

The Arbitrator shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

The decision of the Arbitrator shall be final and binding upon the parties to the dispute.

Any costs incurred by either of the parties to the dispute, preceding or during arbitration proceedings, shall be borne by the parties incurring such costs, but cost of the Arbitrator shall be borne by the parties in equal shares.

Participating Unions

Canadian Union of Public Employees (specify all locals ratified)

International Union of Operating Engineers (specify all locals ratified)

Public Service Alliance of Canada (specify all locals ratified)

United Food & Commercial Workers, 1869 (specify all locals ratified)

Participating Employers

Concordia Hospital

Misericordia Health Centre

Riverview Health Centre

Seven Oaks General Hospital

St. Boniface General Hospital

Victoria General Hospital

Winnipeg Regional Health Authority (representing the Health Sciences Centre, Deer Lodge Centre, Grace Hospital, Community, Pan Am Clinic, Pharmacy, Laundry, Breast Health, and all other current and future operating divisions of the Winnipeg Regional Health Authority)

LETTER OF UNDERSTANDING - 05

Supplementary to the Collective Agreement

Between

Winnipeg Regional Health Authority, Deer Lodge Site

- and -

The Public Service Alliance of Canada

STAFF MOBILITY


The Parties agree that for the purpose of implementing the Letter of Understanding regarding Staff Mobility and the Letter of Understanding regarding Interpretation of Staff Mobility, the following shall apply:

1. The primary emphasis of the Mobility Agreement is to facilitate the voluntary transfer of employees with programs, to vacancies, or on a temporary basis.
2. The Centre agrees that the provisions of Section 5 (B)(iv) of the Mobility Agreement shall be utilized only under extenuating and emergency circumstances. A strike shall not be deemed to constitute an extenuating or emergency circumstance permitting application of Section 5B.
3. (a) Orientation for employee(s) transferring with programs shall be provided in accordance with Section 5 (A) (iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring employee(s).
- (b) Orientation for employees temporarily transferring to another facility in accordance with the provisions of Section 5 (B) of the Mobility Agreement and Section #2 of this Memorandum shall be provided in accordance with 5 (A)(iii) of the Mobility Agreement if reasonably possible.
4. (a) It is agreed that 5 (A)(ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
- (b) It is agreed that vacation earned at the sending facility shall not be paid out upon transfer unless the employee requests.
5. The statement re "personal transportation" in the Memorandum of Interpretation re Staff Mobility will be expanded to include the following:

Return transportation will be provided by the Employer if the employee requests transportation or if personal transportation is not available. If personal transportation is utilized, the following shall apply:

- a) Parking in close proximity to the "receiving facility" will be made available.
- b) Parking expenses shall be reimbursed to the employee by the Employer.
- c) The employee shall be eligible for transportation reimbursement of thirty cents (.30¢) per kilometre for travel in accordance with the following formula, subject to a minimum guarantee of three dollars (\$3.00). Distance (in kms.) from the employee's home to the "receiving facility" minus the distance (in kms.) from the employee's home to the "sending facility".

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 06

Supplementary to the Collective Agreement

Between

Winnipeg Regional Health Authority, Deer Lodge Site

- and -

The Public Service Alliance of Canada

Regarding Interpretation of Staff Mobility

The parties agree that for the purposes of implementing the Memorandum of Understanding Regarding Staff Mobility within the Nine Facilities of the WRHA system, interpretation shall be as follows:

It is agreed that should it be necessary to transfer employees with programs from one facility to another in accordance with the provisions of 5 (A), the Employer shall endeavour, to the greatest degree possible, to transfer such employee into a position which is within ± 0.2 of the E.F.T. of the position occupied by the employee at the sending facility.

It is further agreed that should it be necessary to temporarily transfer employees from one facility to another, in accordance with Article 5 (B), as much notice as possible shall be provided to such employee. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving facility shall be considered time worked. If personal transportation is not available, transportation will be provided.

It is further agreed that periods of orientation in Article 5 (A)(iii) and 5 (B)(v) shall be considered time worked.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 07

ON REDEPLOYMENT PRINCIPLES

Between

PARTICIPATING EMPLOYERS – LISTED IN APPENDIX “A”

- and -

PARTICIPATING UNIONS – LISTED IN APPENDIX “B”

1. PURPOSE

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purpose of this Letter of Understanding “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit, which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 “Central Redeployment List” means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

2. Seniority

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights.

- 2.03 Transfer of Seniority: The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. Trial Period

- 3.01 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

4. New and Vacant Positions

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement of that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility shall give preferential consideration to qualified applicants from the Central Redeployment List on the following basis:
- (a) Employees on the Central Redeployment List shall be listed in order of seniority (as per "sending" Collective Agreement(s));
 - (b) Subject to 4.01, selection shall be made from applicants on the Central Redeployment List. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
 - (c) Seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
 - (d) In assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
 - (e) Receiving facilities job description applies vis-à-vis qualification requirements;
 - (f) Once an employee has been redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. Transfer Of Service/Merger/Amalgamation

- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. Portability Of Benefits

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limited payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 6.05 Benefits: An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans terms and conditions.
- 6.06 Salary Treatments –
 - (a) If range is identical, than placed step-on-step:
 - (b) If the range is not identical, then placement will be at a step on the range, which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. Other Conditions

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. Training

- 8.01 The parties agree that provisions for training will be dealt with by the Joint Provincial Labour Adjustment Committee.

9. Duration Of Letter Of Understanding

- 9.01 This Letter of Understanding shall be in full force and effect for a 12-month period commencing date of signing. In the event that any one of the parties signatory to this Letter of Understanding wishes to

terminate its participation in this Letter of understanding it shall give sixty (60) days written notice to the other parties.

10. Appeal Panel

- 10.01 Should a dispute(s) arise between a participating union (s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from Participating Employers who are not directly involved in the dispute.
- Two (2) persons from the Participating Unions who are not directly involved in the dispute.


The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolutions.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 08

Between

Winnipeg Regional Health Authority, Deer Lodge Site

And

The Public Service Alliance of Canada

Regarding

Hours of Work for Part-time Employees

Employees holding a part-time position in one Department/Unit are able to bid on a posted part-time position in another Department/Unit. Their application shall receive every consideration provided that:

1. the two positions, when combined, shall not result in the employee being scheduled to work an average of more than ten (10) days in a pay period;
2. the two positions, when combined, shall not result in the employee being scheduled to work more than twelve (12) days in succession (spread over two pay periods); and,
3. the two positions, when combined, shall not result in an entitlement to overtime with respect to the regularly scheduled shifts.

It is understood that an employee holding more than one part-time position shall have an average of at least four scheduled days off per pay period however such days off may be single or consecutive. No Department/Unit shall be under any obligation to alter the E.F.T. or shift schedule of a position to allow an employee to fit within the terms of this Memorandum.

The terms of this Letter of Understanding shall be in effect for all postings. Employees who hold (or have been awarded) more than one part-time position and whose schedules are not in compliance with the terms of this Letter of Understanding shall be grandfathered (i.e. they shall be permitted to maintain their current arrangement only so long as they hold the exact positions they are now in – no non-compliant schedules shall be permitted should they change positions).

Should an employee who is grandfathered under this Letter of Understanding experience significant absenteeism, the Centre reserves the right to direct the employee to reduce his/her work time so that it then complies with the terms of this Letter of Understanding.

An employee who holds two permanent part-time positions which, when combined, total full-time hours shall be considered a full-time employee.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 09
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY, DEER LODGE SITE
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
REGARDING
EXPANDED STAFF MOBILITY

It is agreed that it is in the best interest of patient care and the parties to expand the scope of the current staff mobility agreement, in order to facilitate the movement of staff within and across the acute, long term and community health care sectors as required to address systemic needs.

To that end, the parties agree to participate in a multi-union, multi-employer committee to work toward the development of a framework that will achieve this desired result.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 10

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY, DEER LODGE SITE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

REGARDING

INDIVIDUAL CLASSIFICATION REVIEW

The parties recognize the importance of wage standardization for classifications performing the same duties. In order to ensure wage standardization is not affected by individual classification reviews initiated by employees in accordance with Article 41:06, the parties agree to the following:

Where reclassification results in the creation of a new salary scale due to a substantial change in job content, this shall not affect standardized rates of pay as established by the Wage Standardization Committee at that point in time.

Signed this 25 day of Sept., 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING - 11
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY, DEER LODGE SITE
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
REGARDING
REPRESENTATIONAL ABORIGINAL WORKFORCE

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations;
- c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce.
- d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.
- e) The union assumes no responsibility for costs associated with this initiative.

Signed this 25 day of Sept, 2014.


On behalf of the Alliance


On behalf of the W.R.H.A. (Deer Lodge Site)

LETTER OF UNDERSTANDING – 12

BETWEEN

**WINNIPEG REGIONAL HEALTH AUTHORITY
DEER LODGE SITE**

AND


THE PUBLIC SERVICE ALLIANCE OF CANADA

REGARDING

LICENSED PRACTICAL NURSES

During the life of this Collective Agreement, the Employer agrees to apply any increases achieved by the Manitoba Nurses' Union for the Licensed Practical Nurse Classification to the PSAC Licenses Practical Nurse Classification.

Signed this 25 day of Sept., 2014.


On behalf of the Alliance


On behalf of the WRHA (Deer Lodge Site)

LETTER OF UNDERSTANDING – 13

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY
DEER LODGE SITE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

REGARDING

PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE

The parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of 6 Business Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:

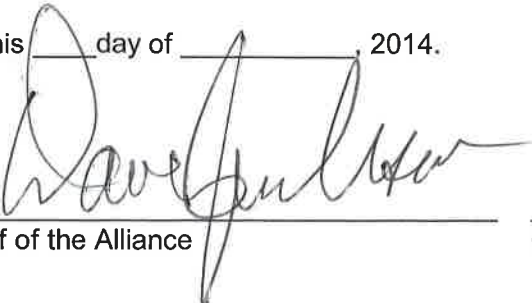
- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist.
- To identify training requirements in order to address current or anticipated shortages.
- To recommend strategies to facilitate the availability and accessibility of training programs.
- To consider other systemic staffing issues that may be raised by Committee members.
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

The committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the collective agreement and will be extended if agreed to between the parties.

Signed this _____ day of _____, 2014.



On behalf of the Alliance



On behalf of the WRHA (Deer Lodge Site)

LETTER OF UNDERSTANDING – 14

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY
DEER LODGE SITE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

REGARDING

“MAINTENANCE OF WAGE STANDARDIZATION”

WHEREAS Healthcare Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter “the parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;

AND WHEREAS the parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee’s or group of employees job content may result in a request for review of the wage scale;

THEREFORE the parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support collective agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.

Signed this ____ day of _____, 2014.



On behalf of the Alliance



On behalf of the WRHA (Deer Lodge Site)

